RETURN BIDS TO: RETOURNER LES SOUMISSIONS A:

RCMP-GRC

Bid Receiving/Réception des sousmissions Front Desk Mailstop 1004 14200 Green Timbers Way Surrey, BC V3T 6P3

OR

FAX: 778-290-6110

OR

EMAIL: <u>E_Pacific_Bids@rcmp-grc.gc.ca</u>

INVITATION TO TENDER

APPPEL D'OFFRES

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 therefore.

Proposition aux: Gendarmerie royale du Canada

Nous offrons par la présente de vendre à Sa Majesté I 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 ciannexée, au(x) prix indiqué(s).

Comments - Commentaries

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

Title-Sujet Kelowna HVAC RTU Replacement			Date 2021 March 22		
	Solicitation No. – N° de l'invitation M2989-0-0067/A				
Client F	Reference N	No No. D	e Réf	éren	ce du Client
	tion Close	s –L'invita			
At/à:	1400				acific Daylight ime)
On/le :	2021 Apri	17			
Voir aux présent	rraison e herein — Voir aux ir aux présentes		See herein — Voir aux présentes		See herein — Voir aux
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Instruc See her	tions ein — Voir	aux préser	ntes		
Addres		s to - Adre		oute	e demande de
Patty Y Team L	i .ead, Procu	rement ar	nd Cor	ntrac	cting
patty.yi	patty.yi@rcmp-grc.gc.ca			csimile No. – No.	
Telephone No. – No. de téléphone de téléco			csimile No. – No. télécopieur:		
236-334-9653 778-290-6110			'8-290-6110		
Delivery Required - Livraison exigée: See herein — Voir aux présentes					livery Offered - vraison proposée
Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:					
	Telephone No. – No. de téléphone Facsimile No. – No. de télécopieur				
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)					
Signature		Date)		





INVITATION TO TENDER

Kelowna HVAC Roof Top Units (RTU) Replacement Kelowna, BC

IMPORTANT NOTICE TO BIDDERS

TWO PHASE SELECTION PROCESS

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

APPROVAL OF ALTERNATIVE MATERIALS (APPLICABLE TO PHASE TWO)

In accordance with R2710T (2020-05-28) 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.



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SI09 Rights of Canada

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SI11 Bid Validity Period

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SI14 Security Related Requirements

SI15 Web Sites

R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2020-05-28)

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

 $\underline{\text{https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R}$

GI01 Integrity Provisions - Bid

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GI16 Intentionally left blank

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Royal Canadian Gendarmerie royale Solicitation No.: M2989-0-0067/A

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 INTRODUCTION

1. The Royal Canadian Mounted Police (RCMP) requires a contractor to supply all labour, equipment and materials necessary to install a complete and operational mechanical system for the replacement and or maintenance of roof top HVAC units (specification and drawings will provide more information).

- The mechanical system shall comply with the requirements of the current edition of the BC Building Code, revisions thereto, the BC Plumbing Code, local ordinance, and the Fire Protection Act
- All material used shall be new and installed in accordance with manufacturer's instructions
- The contractor shall familiarize himself with the building plans and shall co-operate with other contractors doing
 work in this building so that their work will not conflict with his
- Obtain all permits and pay all fees required for the HVAC, fire protection, and plumbing installation
- The mechanical contractor shall be responsible for his own cleanup and garbage removal, including sweeping floors of all debris caused by each portion of his work
- Demonstrate satisfactory operation of all new systems to the RCMP, and provide instructions for usage and maintenance, including manuals, maintenance schedules or any other relevant materials
- Prior to ordering of products or delivery of any products to job site and sufficiently in advance of construction requirements to allow ample time for checking
- 2. This is a two phase selection process. Bidders responding to this ITT are to submit a bid in two phases. Phase One bids cover only the qualifications and experience of the Bidders, refer to SI05 'Submission of Bid'. Following evaluation of Phase One bids, Bidders are advised of their competitive standing and responsive Phase One Bidders will be invited to submit 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 (2020-05-28), 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)
- Section GI08 Bid Security Requirements

At the end of paragraph 1, Insert: The Bidder may submit a scanned copy of bid security with the Bid and send the hardcopy separately. The hardcopy must be received by RCMP Bid Receiving within 10 business days of bid closing. If the original bid security is not received within 10 business days of bid closing, the bid submission will be deemed non-compliant.

The General Instructions apply to both Phase One and Phase Two unless specified otherwise.

- d. Clauses & Conditions identified in "Contract Documents";
- e. Phase One Qualification Form;
- f. Phase Two Bid and Acceptance Form and related Appendices and Attachments;
- g. Phase Two specifications and drawings; 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 (2020-05-28) 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-quidelines/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.

Solicitation No.: M2989-0-0067/A

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 patty.yi@rcmp-grc.gc.ca as early as possible within the solicitation period. Enquiries should be received no later than 5 working 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 by email to the Contracting Authority named on the Invitation to Tender Page 1 at email address patty.yi@rcmp-grc.gc.ca as early as possible within the Phase Two solicitation period. Except for the approval of alternative materials (applicable to Phase Two) as described in GI15 of R2710T, enquiries should be received no later later than five (5) working days prior to the date set for the Phase Two solicitation closing 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.
- Further instructions related to enquiries during the Phase Two period will be released to Phase One responsive Bidders.

SI04 SITE VISIT

A. Phase One

1. There will not be a site visit for this Phase One solicitation process.

B. Phase Two

A site visit will be scheduled during the Phase Two solicitation process.

SI05 SUBMISSION OF BIDS

Section GI09 of R2710T is replaced by the following:

A. Phase One submission of bid

- The Phase One bid shall be submitted in one bid envelope / FAX / PDF to <u>E_Pacific_Bids@rcmp-grc.gc.ca</u>.
- 2. The Phase One bid envelope / fax / PDF shall be addressed and submitted to the office designated / fax number / email <u>E_Pacific_Bids@rcmp-grc.gc.ca</u> indicated 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 / identified on the face of the Phase One bid envelope / fax cover / PDF document:
 - 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 / sent through fax / emailed PDF document with the following information clearly printed or typed / identified on the face of the envelope / fax cover / Emailed PDF document:
 - 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.
- 5. If the bid is emailed, the date and time provided by the RCMP email system on the receipt of the email will be used to determine when the bid was submitted. Bidders are advised to consider any delays of their own email system when deciding to submit a bid. RCMP recommends that Bidders send their bid well in advance of the bid closing time and date.

B. Phase Two submission of bid

- 1. The Phase Two bid shall be submitted in one bid envelope / fax / PDF to E_Pacific_Bids@rcmp-grc.gc.ca.
- 2. The Phase Two bid envelope / fax / PDF shall be addressed and submitted to the address / fax / email 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 / identified on the face of the Phase Two bid envelope / fax cover / PDF document:
 - 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 / fax / PDF with the following information clearly printed or typed on the face of the envelope / fax / PDF:
 - 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.
- 6. If the bid is emailed, the date and time provided by the RCMP email system on the receipt of the email will be used to determine when the bid was submitted. Bidders are advised to consider any delays of their own email system when deciding to submit a bid. RCMP recommends that Bidders send their bid well in advance of the bid closing time and date.

SI06 REVISION OF BID

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

Il Canadian Gendarmerie royale Solicitation No.: M2989-0-0067/A

- 1. 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 / fax / PDF, 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 / fax / PDF with the following information clearly printed or typed / identified on the face of the envelope / fax cover / PDF document:
- a. REVISED PHASE ONE QUALIFICATIONS OR PHASE TWO PRICE,
- **b.** Solicitation Number, and
- c. Name of Bidder

Paragraph 3 of GI10 of R2710T is replaced by the following;

3. Intentionally left blank.

SI07 OPENING OF BIDS / EVALUATION

- 1. There will be no public opening at Phase One or Phase Two bid deposit time.
- 2. 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(s) 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. Price Support
 - a. Canada may, but will have no obligation to, request price support for any fees proposed (lump sum fees, unit prices, etc.) when there are less than 3 responsive Phase Two Bidders. If Canada requests price support, it may be requested from one or more of the responsive Phase Two Bidders. The Phase Two Bidder must provide, at Canada's request, one or more of the following price support documents, if applicable:
 - i. Copies of paid invoices for the like quality and quantity of the goods, services or both sold to other customers within 2 years prior to the Phase Two bid solicitation issuance date; or
 - ii. A price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, profit, etc.; or
 - iii. Price or rate certifications; or
 - iv. Any other supporting documentation as requested by Canada.
 - b. Once Canada requests price support for the fees proposed, it is the sole responsibility of the Phase Two Bidder to submit information (as described above and as otherwise may be requested by Canada) that will allow Canada to determine whether it can rely, with confidence, on the Phase Two Bidder's ability to provide the required services at the fees proposed. Where Canada determines, at its sole discretion, that the information provided by the Phase Two Bidder does not substantiate the fees proposed, the Phase Two bid will be considered non-responsive and will receive no further consideration.
- 7. Following Phase One solicitation closing, all Phase One Bidders will be notified of the results of their Phase One bid submissions. Only responsive Phase One Bidders will be invited to bid on Phase Two.
- 8. Following Phase Two solicitation closing, the Phase Two Bidder with the lowest price will be notified. Following contract award, the remaining Phase Two Bidders will be sent the results of their Phase Two bid submissions.

SI08 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.

SI09 RIGHTS OF CANADA

Canada reserves the right to:

- a. reject any or all bids received in response to the bid solicitation;
- b. in the case of error in the extension or addition of unit prices, the unit price will govern;
- c. enter into negotiations with Bidders on any or all aspects of their bids;
- d. accept any bid in whole or in part without negotiations;
- e. cancel or amend the bid solicitation at any time;
- f. reissue the bid solicitation;
- g. if no responsive bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the Bidders who bid to resubmit bids within a period designated by Canada; and
- h. negotiate with the sole responsive Bidder to ensure best value to Canada...

SI10 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.

SI11 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

Royal Canadian Gendarmerie royale Solicitation No.: M2989-0-0067/A

- 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 R2710T.

SI12 RECOURSE MECHANISMS

If you have any concerns relating to the procurement process, please refer to the <u>Recourse 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/recourse-mechanisms http://opo-boa.gc.ca/plaintesurvol-complaintoverview-eng.html

SI13 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

SI14 SECURITY RELATED REQUIREMENTS

- 1. Before commencement of the Work, the following conditions must be met:
- 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.

SI15 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 https://www.achatsetventes-buyandsell.gc.ca

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-acg/forms/documents/505_eng.pdf

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

Standard Acquisition Clauses and Conditions (SACC) Manual https://buyandsell.gc.ca/policy-and-quidelines/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-acg/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	R2810D	(2017-11-28);
GC2	Administration of the Contract	R2820D	(2016-01-28);
GC3	Execution and Control of the Work	R2830D	(2019-11-28);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2850D	(2019-11-28);
GC6	Delays and Changes in the Work	R2865D	(2019-05-30);
Allowabl	e Costs for Contract Changes Under GC6.4.1	R2950D	(2015-02-25);
GC7	Default, Suspension or Termination of Contract	R2870D	(2018-06-21);
GC8	Dispute Resolution	R2880D	(2019-11-28);
GC9	Contract Security	R2890D	(2018-06-21);
GC10	Insurance	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.

- 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(s); and
- i. Phase Two bid and related Appendix(s) 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:

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

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. Construction Documents:

After contract award, the Contractor will be provided with: **one electronic or paper copy** of the sealed and signed drawings, the specifications and any addenda issued during the solicitation period. Additional copies, up to a maximum (1), will be provided free of charge upon request by the Contractor. Obtaining more copies, including costs of the copies, will be the responsibility of the Contractor.

- 4. Procurement Ombudsman
- 4.1 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.

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 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.

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5.1 Contracting Authority

The Contracting Authority for the contract is:

Name: Patty Yi

Title: Team Lead, Procurement and Contracting Organization: RCMP – Procurement and Contracting Branch

Address: 14200 Green Timbers Way

Surrey, BC V3T 6P3

Telephone: 236-334-9653

E-mail address: patty.yi@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 ITo be confirmed at contr	ract award
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Name:	
Title:	
Address:	



Royal Canadian Gendarmerie royale Solicitation No.: M2989-0-0067/A

Telephone : ___ _ _ ____ Facsimile: ___ _ _ _ ____ E-mail address: _____



SUPPLEMENTARY CONDITIONS (SC)

SC01 SECURITY RELATED REQUIREMENTS

- 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:
- (a) RCMP ERS Required Architects, Consultants, and Design Team
- (b) FA03 Escort Required for HVAC work
- (c) A knowledgeable escort is required when accessing security and high security zones (ie. exhibits, network rooms)

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

1. LEGAL NAME AND ADDRESS OF BIDDER:

Bidder Legal Name: (In the case of a joint venture or partnership include the legal names of all members or partners.)	
Bidder Operating Name (if any): (In the case of a joint venture or partnership include the operating names of all members or partners.)	
Bidder Address: (In the case of a joint venture or partnership include the addresses of all members or partners.)	
Procurement Business Number (PBN): (In the case of a joint venture or partnership include the PBN of the joint venture or partnership, or the PBN for each member or partner.)	
Name of Contact Person: (In the case of a joint venture or partnership include only the contact person of the lead member or partner.)	
Telephone # of Contact Person:	
Email Address of Contact Person:	

2. BIDDER INSTRUCTIONS:

- a. The Bidder is requested to respond to the Mandatory Requirements using the table formats below.
- b. 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 are omitted, or if there is a lack of supporting information, the Phase One bid will be set aside without further consideration and the Phase One bid will be considered to be non-responsive.
- c. N/A
- d. N/A.
- e. The Bidder must establish the bidding entity upfront in Phase One, and the bidding entity must be the same for Phase One and Phase Two. The Bidder may submit its Phase One and Phase Two bids on its own, or as a joint venture or partnership. If the Bidder submits a Phase One bid as a joint venture or partnership, the Phase Two bid must be from the same joint venture or partnership; and a Phase Two bid

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cannot be submitted as a joint venture or partnership unless the Bidder's Phase One bid was submitted by the same joint venture or partnership.

f. Important: If the Bidder is submitting a bid as a joint venture or partnership, and if the Bidder is the responsive lowest priced Bidder, the resulting contract will be awarded to the joint venture or partnership, not to an individual member forming part of the joint venture or partnership.

3. DEFINITION OF BIDDER:

"Bidder" means the person or entity (or, in the case of a joint venture or partnership, the persons or entities) submitting a bid to perform the work. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

4. DEFINITION OF JOINT VENTURE OR PARTNERSHIP:

- a. A joint venture or partnership is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint Working enterprise, sometimes referred as a consortium, in order to submit together a bid. Bidders who submit a bid, as a joint venture or partnership must indicate clearly that it is a joint venture or partnership and provide the following information:
 - i. the name of each member of the joint venture or partnership;
 - ii. the Procurement Business Number of the joint venture;
 - iii. the name of the representative of the joint venture or partnership, i.e. the member chosen by the other members to act on their behalf, if applicable;
 - iv. the name of the joint venture or partnership, if applicable.
- b. If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.
- c. The bid must be signed by all the members of the joint venture or partnership unless one member has been appointed to act on behalf of all members of the joint venture or partnership. The Contracting Authority may, at any time, require each member of the joint venture or partnership to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract.

All of the members of the joint venture or partnership are jointly and severally responsible for the obligations entered into by the Bidder in accordance with the Contract Documents.

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.



5. MANDATORY REQUIREMENTS

At Phase One bid closing time, the Bidder must :

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

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

#	Mandatory Requirements	MET (Yes/No)
M 1	The Bidder must have recently completed at least 1 construction project in the replacement of HVAC roof top units: 1. Construction completed within the last 5 years; and 2. The value of construction was greater than \$100,000.00.	
	*Note: Bidder to provide substantiation of above Mandatory Requirement using Project 1 Table below.	

PROJECT 1:	
Date of Project Start Date:	Project Completion Date:
Project Location:	
Project Title:	
Description of project (Must include components specifi	ed in M1 to be compliant):

APPENDIX 2 – PHASE TWO INTEGRITY PROVISIONS

(Text copied from the Ineligibility and Suspension Policy http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html with an effective date of (April 4, 2016 (reference section 2 of the online policy).

- 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.

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 o	f names submitted furth	er to section 17(a).	



APPENDIX 3 – PHASE TWO LISTING OF SUBCONTRACTORS

1) In accordance with Gl07 - 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		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		



ANNEX A - PHASE TWO BID AND ACCEPTANCE FORM (BA)

NOTE TO BIDDERS: The language in this annex will be contractualized in the resulting contract. All solicitation related content will be removed and applicable clauses contractualized as required.

BIDDER INSTRUCTIONS:

Refer to Appendix 1 – Phase One Qualification Form for:

- a. The Definition of Bidder and Joint Venture or Partnership; and
- b. Instructions regarding the bidding entity. The Bidder must have established the bidding entity upfront in Phase One, and the bidding entity for Phase Two must be the same as submitted in Phase One.

BA01 IDENTIFICATION

Kelowna HVAC RTU Replacement Kelowna, BC

BA02 LEGAL NAME AND ADDRESS OF BIDDER

` •	chip) legal name, operating name, address, and Procurement Business Number Bidder's Phase One bid <i>Appendix 1 – Phase One Qualification Form.</i>
The Bidder may request a change to the	ne contact person for the Bidder's Phase Two bid by completing the section below.
•	nd submitted with the Bidder's Phase Two bid the contract person and coordinates id <i>Appendix 1 – Phase One Qualification Form</i> will be the contact person for the
Name of Replacement Contact	
Person (if applicable):	
(In the case of a joint venture or	
partnership include only the	
replacement contact person of the	
lead member or partner.)	

Telephone # of Replacement Contact Person:

Email Address of Replacement Contact Person:

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)

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 on or before October 31, 2021.

BA07 BID SECURITY

The Bidder must enclose bid security with its Phase Two bid in accordance with Gl08 - Bid Security Requirements of R2710T - General Instructions - Construction Services - Bid Security Requirements.

BA08 SIGNATURE		
Name and title of person authorized t	o sign on behalf of Bidder (Type or print)	
Signature		



ANNEX B - PHASE TWO SPECIFICATIONS

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

ANNEX C - PHASE TWO DRAWINGS

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

ANNEX D - SECURITY REQUIREMENT CHECK LIST (SRCL)

N: 201811120458



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

SECURITY REQUIREMENTS CHECK LIST (SRCL)

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Brief Description of Work / Brève description du travail Kelowa HVAC Rod Top Units - 2811 Nors Radd. Kelowas, BC Complete an assessment on HVAC requirements for the office building, prepare design plans and provide recommendations for replacement roof top air handling units. Supply and install replacement rooflop air handling units, builance HVAC system and recalibrate HVAC sensors. 1. Whill the supplier require access to Controlled Grids building, prepare design plans and provide recommendations for replacement roof top air handling units. Supply and install replacement rooflop air handling units, builance HVAC system and recalibrate HVAC sensors. 1. Whill the supplier require access to Controlled Groofies? 1. Whill the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control 1. Regulations? 1. Whill the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control 1. Regulations? 1. Whill the supplier require access to ancess techniques? 1. Indicate the type of access require access to PROTECTED and/or CLASSIFIED information or assets? 1. A Whill the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? 1. A Whill the supplier and its employees (e.g., cleaners, maintenance personnel) require access to restricted access access access to report to the require access to restricted access access access to report to the require access to restricted access access access to restricted access access access to restricted access access access to restrict access a des renterplacements ou des builsant te tableau quies tortox et all question 7. Co. 1. Dis Will the supplier and its employees (e.g., cleaners, maintenance personnel) require access to restricted access access access		KOMI E DITOION			
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TBS/SCT 350-103(2004/12)

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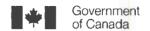
Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

8. Will the sup Le fournisse If Yes, indic	inued) / PARTIE A (suite) plier require access to PROTECTED our aura-t-il accès à des renseignement ate the level of sensitivity: native, indiquer le niveau de sensibil	ents ou à des biens COMSEC dè	information or assets? esignés PROTÉGÉS et/ou CLA	SSIFIÉS?	No Yes Oui			
9. Will the sup	plier require access to extremely ser	nsitive INFOSEC information or a	ssets?	,	✓ No Yes			
	eur aura-t-il accès à des renseignem		e nature extremement delicate?		NonOui			
Document I	s) of material / Titre(s) abrègé(s) du l Number / Numéro du document :							
PART B - PER 10. a) Personn	SONNEL (SUPPLIER) / PARTIE B let security screening level required	 PERSONNEL (FOURNISSEUR / Niveau de contrôle de la sécurit 	é du personnel requis					
	RELIABILITY STATUS	CONFIDENTIAL	SECRET	TOP SECF	RET			
	COTE DE FIABILITÉ	CONFIDENTIEL	SECRET	TRÈS SEC				
	TOP SECRET – SIGINT TRÈS SECRET – SIGINT	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET NATO SECRET		OP SECRET RÈS SECRET			
	SITE ACCESS ACCÈS AUX EMPLACEMENTS							
	Special comments: Commentaires spéciaux :	·.						
	NOTE: If multiple levels of screenir REMARQUE: Si plusieurs niveau	x de contrôle de sécurité sont req		de la sécurité doit être				
	screened personnel be used for port onnel sans autorisation sécuritaire p		du travail?		✓ No Yes Oui			
	vill unscreened personnel be escorte ffirmative, le personnel en question				No Yes Oui			
PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)								
INFORMATI	ON / ASSETS / RENSEIGNEME	ENTS / BIENS			Variable to			
premise	supplier be required to receive and es? UNSANITIZED BLUE nisseur sera-t-il tenu de recevoir et diffÉS?	PRINTS + DRAWINGS			No Yes Non Oui			
	supplier be required to safeguard C nisseur sera-t-il tenu de protéger des		OMSEC?		Von Ves Oui			
PRODUCTIO	ON							
occur at Les inst	production (manufacture, and/or repai the supplier's site or premises? allations du fournisseur serviront-elles ASSIFIÉ?				No Yes Oui			
INFORMATIO	ON TECHNOLOGY (IT) MEDIA /	SUPPORT RELATIF À LA TECHN	IOLOGIE DE L'INFORMATION	(TI)				
informat Le four	supplier be required to use its IT syste ion or data? isseur sera-t-il tenu d'utiliser ses prop nements ou des données PROTÉGÉS	res systèmes informatiques pour tr			No Yes Non Oui			
Dispose	e be an electronic link between the su ra-t-on d'un lien électronique entre le ementale?			gence	No Yes Oui			

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Gouvernement du Canada

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ecurity Classification / Classification de sécurité	

PART C -	continued) l	PARTIE	C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie		OTÉG			ASSIFIED .ASSIFIÉ			NATO				COMSEC		
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formation / Assets enseignements / Biens roduction														
Media / upport TI Link /														
2. a) Is the description		rava	il vis	é par la prése	nte LVER	S est-elle				SIFIÉE?			✓ Non	
If Yes, classif	ative	, cla	assif	ier le présent	formula	re en ind	iquant le niv				ée			
	ative on d	e, cla le sé	assifi curi on att	ier le présent té » au haut d tached to this	formulai et au bas SRCL be	re en ind du formu PROTEC	i quant le niv I laire . TED and/or (reau de sécur CLASSIFIED?	ité dans		ée	[✓ No Non	



des pièces jointes).

ANNEX E – PHASE TWO CERTIFICATE OF INSURANCE (Not required at solicitation closing) CERTIFICATE OF INSURANCE

Travaux publics et Services gouvernementaux Government Services Canada Government Services										
Description and Location of Work										
Kelowna HVAC RTU Replacement, Kelowna, BC										
Name of Insurer, Broker or Agent	Address (No	o., Street)	City	Province	Postal Co	ode				
1/2 / /	A 11 (A)		0::			B (10)				
Name of Insured (Contractor)	Address (No	o., Street)	City		Province	Postal Code				
Additional Insured										
Her Majesty the Queen in Right	of Canada as represented b	y the Royal Can	adian Mounted I	Police.						
Type of Insurance Insurer Name and Policy Number Inception Date D / M / Y Expiry Date D / M / Y Limits of Liability										
Commercial General				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate				
Liability				\$5M	\$10M	\$5M				
Builder's Risk / Installation Floater				\$						
				\$ □Per Incident □ Per Occure		Aggregate \$				
				\$						
				\$ □Per Incident		Aggregate				
				☐ Per Occure		\$				
				\$						
I certify that the above policies the applicable insurance cover coverage.										
					7 [
Name of person authorized to sig	n on behalf of Insurer(s) (Office	cer, Agent, Broke	er)			Telephone number				
					Γ					
Signature					L	Date D/M/Y				

CERTIFICATE OF INSURANCE Page 2 of 2

General

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" (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2).