# RETURN BIDS TO: RETOURNER LES SOUMISSIONS A :

Brianne.Leach@rcmp-grc.gc.ca

# 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: - Commentaires:

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

| Title – Sujet Tower Climbing and Rescue Training   |                   |                     | Date<br>April xx, 2021                                      |                       |
|--|-------------------|---------------------|---|-----------------------|
| Solicitatio<br>202101461   | n No. – Nº de l'i | invitation          |   |                       |
| Client Refe<br>202101461   |                   | . De Référence du ( | Clien   | t                     |
| Solicitatio  | n Closes – L'in   | vitation prend fin  |   |                       |
| At /à :  | May 11, 2021      |                     | EDT (Eastern Daylight Time)<br>HAE (heure avancée de l'Est) |                       |
| On / le :  | 1400 hrs (2pm     | )                   |   |                       |
| ,  |                   |                     |   | See herein — Voir aux |
| Destination of Goods and Services – Destinations des biens et services See herein — Voir aux présentes |                   |                     |   |                       |
| Instructions See herein — Voir aux présentes   |                   |                     |   |                       |
| Address Inquiries to – Adresser toute demande de renseignements à Brianne.Leach@rcmp-grc.gc.ca         |                   |                     |   |                       |

| Delivery Required – Livraison exigée See herein — Voir aux présentes   | Delivery Offered –<br>Livraison 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                                     |  |  |  |  |



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## **PART 1 - GENERAL INFORMATION**

# 1.1 Security Requirements

- 1. Before award of a contract, the following conditions must be met:
  - the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
  - (b) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

## 1.2 Statement of Work

The Work to be performed is detailed under Annex "A" of the resulting contract clauses.

# 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 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 <u>Office of the Procurement Ombudsman (OPO)</u>.

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

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

#### **PART 2 - BIDDER INSTRUCTIONS**

# 2.1 Standard Instructions, Clauses and Conditions

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

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

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

The <u>2003</u> (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days Insert: 90 days

#### 2.2 Submission of Bids

Bids must be submitted only to <a href="mailto:Brianne.Leach@rcmp-grc.gc.ca">Brianne.Leach@rcmp-grc.gc.ca</a> by the date and time indicated on page 1 Bids must be submitted only to RCMP Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

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

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

# 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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: <a href="mailto:corporate">corporate</a> accounting@rcmp-grc.gc.ca

#### **PART 3 - BID PREPARATION INSTRUCTIONS**

# 3.1 Bid Preparation Instructions

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

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

Section II: Financial Bid (one soft copy in PDF format)

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

# **Important Note:**

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

- a. receipt of garbled or incomplete bid;
- delay in transmission or receipt of the bid to the Contracting Authority's email inbox (the date & time on the email received by the Contracting Authority is considered the date & time of receipt of the bid submission);
- c. availability or condition of the receiving equipment;
- d. incompatibility between the sending and receiving equipment;
- e. delay in transmission or receipt of the bid;
- f. failure of the Bidder to properly identify the bid;
- g. illegibility of the bid; or
- h. 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 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements.

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



RCMP e-mail system will be considered not received. It is the responsibility of the Bidder to ensure receipt.

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

#### Section I: Technical Bid

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

# Section II: Financial Bid

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

## 3.1.1 Exchange Rate Fluctuation

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

#### Section 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 and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

# 4.1.1 Technical Evaluation

## 4.1.1.1 Mandatory Technical Criteria

| Item       | Requirement  | Met/Not Met | Substantiation/Demonstration and Cross Reference to Resume |
|------------|--|-------------|--|
| <b>M</b> 1 | The Bidder must demonstrate the proposed resource(s) has a minimum of five (5) years' experience providing tower climbing and rescue training as detailed in the SOW.  Experience must have been within the past 10 years from RFP bid closing date.   |             |  |
| M2         | The Bidder must demonstrate the proposed resource(s) has developed and conducted a minimum of two (2) tower climbing and rescue training contracts for the Federal, Provincial or Municipal Government.  Bidders must provide the following information for each contract:  1) Name of organization;   |             |  |
|            | 2) Client name and telephone number; 3) Key responsibilities of the proposed resource(s); and 4) Date of contract mm-yyyy to mm-yyyy.  References may be sought to verify the information provided.  |             |  |
| M3         | The proposed resource(s) must be Society of Professional Rope Access Technicians (SPRAT) certified.  Bidders must include a copy of each certificate as part of their Technical Proposal. Each certificate must be valid at time of bid closing.   |             |  |
| M4         | The Bidder must have been in the business of providing tower climbing and rescue training for a minimum ten (10) years.  Bidders must demonstrate through contract experience. Bidders must provide the following information for a maximum of five (5)contracts:  1) Name of organization; 2) Brief description of the Statement of Work; 3) Client name and telephone number; 4) Key responsibilities of the Contractor; and 5) Date of contract mm-yyyage and de 28 yyyy;  References may be sought to verify the information provided. |             |  |

#### 4.1.2 Financial Evaluation

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price-Bid

# 4.2 Basis of Selection – Mandatory Technical Criteria

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 lowest evaluated price 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 <a href="Ineligibility and Suspension Policy">Ineligibility and Suspension Policy</a> (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 <a href="Employment and Social">Employment and Social</a>
<a href="Development Canada">Development Canada</a> (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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex entitled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

## 5.1.3 Additional Certifications Precedent to Contract Award

# 5.1.3.1 Independent Bid Determination

The attached Certificate of Independent Bid Determination (attached Annex "X") 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 Royal Canadian Mounted Police. A former public servant may be:

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

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

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the



Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

# Former Public Servant in Receipt of a Pension

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

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

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

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

# 5.1.3.3 Status and Availability of Resources

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

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



# 5.1.3.4 Education and Experience

# 5.1.3.4.1 SACC Manual clause A3010T (2010-08-16) Education and Experience

## **PART 6 - RESULTING CONTRACT CLAUSES**

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

# 6.1 Security Requirements

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

The Bidder is required to be security cleared at the level of RCMP Facility Access Level 2 as verified by the Personnel Security Unit (PSU) of the Royal Canadian Mounted Police (RCMP)

The Bidder must not remove or make copies of any designated or classified information or assets from the identified work site(s), and the Bidder must ensure that its personnel are made aware of and comply with this restriction.

The Bidder must comply with the provisions of the Security Requirements Check List in Annex "C"

#### 6.2 Statement of Work

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

#### 6.3 Standard Clauses and Conditions

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

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

#### 6.3.1 General Conditions

2010C (2020-05-28), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

# 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2022 inclusive.

## 6.4.2 Option to Extend the Contract



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

Canada may exercise this option at any time by sending a written notice to the Contractor at least 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.

#### 6.5 Authorities

# 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Brianne Leach Title: Procurement Officer Royal Canadian Mounted Police

Address: 73 Leikin Drive, Mailstop #15, Ottawa, Ontario K1A 0R2

E-mail address: Brianne.Leach@rcmp-grc.gc.ca

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

## 6.5.2 Project Authority

| _   | - |  |  |  |
|---|---|--|--|--|
| Name:<br>Title:<br>Organization:<br>Address:      |   |  |  |  |
| Telephone: _<br>Facsimile: _<br>E-mail address: _ |   |  |  |  |

The Project Authority for the Contract is (to be provided at contract award):

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

# 6.5.3 Contractor's Representative

| Name:      | <br>_ |  |
|------------|-------|--|
| Title:     |       |  |
| Address: _ | <br>  |  |
| Telenhone  |       |  |



| E-mail address: |  |  |
|-----------------|--|--|
|                 |  |  |

#### 6.6 Proactive Disclosure of Contracts with Former Public Servants

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

#### 6.7 Payment

# 6.7.1 Basis of Payment – Firm Unit Price - Services

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s) as specified in Annex "B" for a cost of \$\_\_\_\_\_(insert amount at contract award). Applicable Taxes are extra.

## 6.7.2 Limitation of Price

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

# 6.7.3 Method of Payment

H1001C (2008-05-12), Multiple Payments

## 6.8 Invoicing Instructions

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

a) The original and one copy must be forwarded to the Technical Authority identified under the section entitled "Authorities" of the Contract for certification and payment.

#### 6.9 Certifications and Additional Information

## 6.9.1 Compliance

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

# 6.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

# 6.10 Applicable Laws



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

# 6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010C (2020-05-28) Medium Complexity;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment
- (e) Annex C, Security Requirements Check List;
- (f) the Contractor's bid dated \_\_\_\_\_ (insert date of bid)

## 6.12. Procurement Ombudsman

# 6.12.1 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.

#### 6.12.2 Contract Administration

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

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

# 6.13 Insurance Requirements

SACC Manual clause G1005C (2016-01-28) Insurance – No Specific Requirement

# 6.14 Government Site Regulations

SACC Manual clause A9068C (2010-01-11) Government Site Regulations

#### **ANNEX "A"**

#### STATEMENT OF WORK

#### 1.0 Title

Tower climbing and rescue training for the Royal Canadian Mounted Police (RCMP)

# 2.0 Background

The RCMP has a legal obligation to ensure the safety of its members and general public under Bill-45 https://www.justice.gc.ca/eng/rp-pr/other-autre/c45/, the Canadian Labor Code (CLC) Part II https://laws-lois.justice.gc.ca/eng/acts/L-2/page-23.html#h-341197and the Canadian Occupational Health and Safety Regulations (COHSR) https://laws.justice.gc.ca/eng/regulations/sor-86-304/page-4.html#h-893285. As a result, the RCMP has initiated a national program to ensure that all its radio communication towers are compliant with applicable and current standards under Canadian Standards Association (CSA) S37. These standards define the design, construction and maintenance of communication towers and their accessories. In order to support RCMP employees working at height, the national program is responsible for coordinating tower climbing and rescue training. The training programs are required to ensure employees who have a requirement to work at heights to be certified or re-certified every three (3) years in accordance with core competencies.

# 3.0 Objective

The objective of this training is to provide:

- a) employees with knowledge of general safety practices, policy and standards to work safely at heights:
- b) education regarding workplace safety by raising the profile and importance of preventing accidents, injuries and fatalities while working at heights;
- c) employees with knowledge and skills regarding the use and purpose of personal fall protection equipment;
- d) employees with knowledge and skills regarding the use and purpose of rescue equipment;
- e) employees with information regarding the legal duty to take all reasonable steps to prevent bodily harm of a subordinate.

## 4.0 Scope of Work

The RCMP has a requirement to ensure its employees are trained and certified for tower climbing. To achieve this, employees of the RCMP who are required to work on towers must successfully complete one (1) Safe Climbing and Rescue course, as described herein.

The RCMP Technical Authority will be the contractor point of contact. Course registration and all student correspondence will be coordinated by the RCMP Technical Authority.

#### 5.0 Tasks

The Contractor must perform the following tasks:

- 5.1 prepare two (2) 7.5 hour days of classroom theory and two (2) 7.5 hour days of practical training on towers. The courses must be held during the weekday (Monday Friday) during regular business hours (i.e. 8am-5pm). Each course will be limited to six (6) students and must be provided in English. The training (theory and practical) must occur within five (5) days of one another.
- 5.2 prepare a syllabus, presentations and a personal training manual (binder and contents) for each RCMP employee enrolled in the training.
- 5.3 prepare a demonstration of the safety rescue method utilizing the Derope Emergency Escape system (Appendix A). The Derope will be supplied by the RCMP.
- 5.4 prepare a demonstration of the munter hitch on a pear shaped carabineer/scaffolding hook and belay device (pick off method) using an ID'L (or newest version) self-braking descender.
- 5.5 review and implement all safety regulations under the CLC, those safety requirements of the Workers Compensation Commission and Computer Systems (CS) Collective Agreement, CSA Standards, and other applicable Federal Regulations.
- 5.6 prepare a course participation certificate, a wallet card and student evaluation survey for each RCMP employee enrolled in the training
- 5.7 offer the course in a classroom or virtual setting, as indicated by the Project Authority.
- 5.8. provide the MS Team or Zoom link to candidates for virtual courses, if required.

The Technical Authority will provide the list of participants to the Contractor.

#### 6.0 Deliverables

The Contractor must deliver the following:

- 6.1 two (2) 7.5 hour days of classroom theory and two (2) 7.5 hour days of practical training on towers.
- 6.2 a syllabus, presentations and a personal training manual (binder and contents) to each RCMP employee enrolled in the training.
- 6.3 a demonstration of the safety rescue method utilizing the Derope Emergency Escape system . A derope technical data sheet will be provided to the Contractor upon award and actual device will be supplied by the RCMP for the practical training.
- 6.4 a demonstration of the munter hitch on a pear shaped carabineer/scaffolding hook and belay device (pick off method) using an ID'L (or newest version) self-braking descender.
- 6.5 review and implement all safety regulations under the CLC, those safety requirements of the Workers Compensation Commission and Computer Systems (CS) Collective Agreement, CSA Standards, and other applicable Federal Regulations.
- 6.6 a course participation Certificate and wallet card for each RCMP employee upon successful completion of the training
- 6.7 student evaluation survey. The Contractor must return the employee's complete evaluation survey to RCMP Technical Authority.

# Summary of Deliverables:

| Number | Deliverable   | Format                            | Date Required                            |
|--------|---|-----------------------------------|--|
| 1      | Draft schedule for course   | MS Excel                          | Within 30 working days of contract award |
| 2      | Final schedule for course   | MS Excel                          | Within 10 working days of contract award |
| 3      | Course syllabus, presentations and personal training manual in accordance with Appendix A | MS Word &<br>PowerPoint           | Within 30 working days of contract award |
| 4      | Student evaluation survey   | MS Word                           | On first day of training                 |
| 5      | Course participation certificate  | Email or hard copy (if in-person) | On final day of training                 |
| 6      | Wallet card   | Hard copy                         | On final day of training                 |

The training must take place no earlier than May 1 and no later than September 30 of the given year.

## 7.0 Location of Work and Travel

The training locations are as follows:

- 1. RCMP TPOF 1426 St. Joseph Blvd. Ottawa, ON K1A 0R2
- 2. RCMP PRTC 1100-45337 Calais Crescent Chilliwack BC, V2R 0N6

Virtual courses, if required, will take place through the Microsoft Team (MS Team) platform or via Zoom.

Transportation of all Contractor personnel, materials and equipment to and from the site is the responsibility of the Contractor. No travel and living costs will be reimbursed.

The RCMP will provide the training facilities for both classroom and practical sessions.

# 8.0 Constraints

- 8.1 The Contractor must use CSA approved safety equipment at all times during the training.
- 8.2 Contractor must supply all equipment necessary for training.
- 8.3 In response to the events surrounding the COVID-19 pandemic, Contractors and their representatives are requested to follow all the Government of Canada recommendations in relation with <u>preparedness</u>, <u>symptoms</u>, <u>treatment</u>, <u>prevention and risk</u>. Please follow the link <a href="https://www.canada.ca/en/public-health/services/diseases/coronavirus-disease-covid-19.html">https://www.canada.ca/en/public-health/services/diseases/coronavirus-disease-covid-19.html</a> in order to know more about all the measures needed to prevent the spread of the virus.



## **APPENDIX "A"**

# **Training Course – Minimum Requirements**

# **Training Objectives**

- 1. Design for personnel who work on towers and their supervisors;
- 2. Make use of both presentations and hands-on workshops;
- 3. Provide personnel with an overview of current CLC regulations;
- 4. Give participants an understanding of fall protection fundamentals;
- 5. Provide the skills to safely recognize, evaluate and control hazards related to tower work;
- 6. Teach participants climbing techniques for the safe assent and decent of towers;
- 7. Teach participants the use of approved fall protection systems, equipment and techniques;
- 8. Demonstrate proper maintenance of approved fall protection equipment and systems;
- 9. Teach participants how to properly rescue a victim considering the likely injuries sustained

# **Training Topics must include:**

- 1. Overview of regulations and standards
  - COHSR, Bill C-45 and CSA S37
- 2. Fall prevention, protection and competent person review
- 3. Basic fall restraint, fall restriction and fall arrest
- 4. Hazard recognition, assessment and control/ pre-climb/rescue planning
  - General recommendations and best practices
  - -Alternate climbing procedures and the 100% connection rule
  - Weather, clothing, falling objects
  - Types of tower structures
  - Tower inspection
  - Tailgate/pre-climb/rescue safety sessions
- 5. Fall clearance calculation to determine lanyard lengths and minimizing fall forces
- 6. RF/EME and Safety Code 6
  - Current Canadian regulations
  - Exposure risks and limits
  - Siting and installations
  - General recommendations and best practices
- 7. Connections means and personal protective equipment
  - Harnesses, devices, proper hook up procedures, including D-ring security
  - Proper donning of one's full body harness
  - Selection of approved equipment, component compatibility
  - Inspection, maintenance, use & limitations
- 8. Specialty Systems
  - Vertical lifelines
  - Horizontal lifelines
  - Ladder safety and climbing systems
  - Controlled descent systems
- 9. Anchorage, anchors, anchor connectors

# 10. Rescue

- Rescue equipment and techniques
  - -Derope emergency escape using the provided documentation
- What to do as the victim
- Self rescue techniques
- Prolonged effects of suspension trauma on the body and first aid
- Recording
- 11. Methods of Equipment Rigging
  - Lifting and lower of material
  - Balanced safe working load (SWL)
- 12. Perform two (2) days of practical tower exercises, examinations of students and instructor evaluations

# ANNEX "B"

# **BASIS OF PAYMENT**

# 1. Initial Contract Period

| Location   | Number of Training Sessions | Cost (Firm Price in CAD) | Applicable Taxes (13%) | Total |
|------------|-----------------------------|--------------------------|------------------------|-------|
| Chilliwack | 1                           | \$                       | \$                     | \$    |

# 2. Option Period 1

| Location | Number of Training Sessions | Cost (Firm Price in CAD) | Applicable Taxes (5%) | Total |
|----------|-----------------------------|--------------------------|-----------------------|-------|
| Ottawa   | 1                           | \$                       | \$                    | \$    |

# 3. Option Period 2

| Location   | Number of Training Sessions | Cost (Firm Price in CAD) | Applicable Taxes (13%) | Total |
|------------|-----------------------------|--------------------------|------------------------|-------|
| Chilliwack | 1                           | \$                       | \$                     | \$    |

# 4. Option Period 3

| Location | Number of Training Sessions | Cost (Firm Price in CAD) | Applicable Taxes (5%) | Total |
|----------|-----------------------------|--------------------------|-----------------------|-------|
| Ottawa   | 1                           | \$                       | \$                    | \$    |

# 5. Option Period 4

| Location   | Number of Training Sessions | Cost (Firm Price in CAD) | Applicable Taxes (13%) | Total |  |  |
|------------|-----------------------------|--------------------------|------------------------|-------|--|--|
| Chilliwack | 1                           | \$                       | \$                     | \$    |  |  |



# ANNEX "C"

# SECURITY REQUIREMENTS CHECK LIST

| Government | Gouvernement | Contract Number / Numbro du contrat |
|------------|--------------|-------------------------------------|
| of Canada  | du Canada    | 202101481                           |
|            |              |                                     |

SECURITY REQUIREMENTS CHECK LIST (SRCL)

| LISTE DE VÉRIFICA  | ATTION DES EXIGENCES RELATIVE                | S À LA SÉCURITÉ (LVERS)                                     |                     |
|--|--|---|---------------------|
| PART A - CONTRACT INFORMATION / PARTIE A - I  1. Originating Government Department or Organization                               | NFORMATION CONTRACTUELLE                     | <ol><li>Branch or Directorate / Direction général</li></ol> | de ou Direction     |
| Ministère ou organisme gouvernemental d'origine  | ROMP   | National Radio Services                                     | ee od Directori     |
| 5. a) Subcontract Number / Numéro du contrat de sous   |  | s of Subcontractor / Nom et adresse du so                   | us-treitent         |
|  | Contractor                                   | Determined by competitive bid process                       |                     |
| <ol> <li>Brief Description of Work / Brève description du trav</li> </ol>  | wil  |   |                     |
| tower climbing and rescue course   |  |   |                     |
|  |  |   |                     |
|  |  |   |                     |
| <ol> <li>a) Will the supplier require access to Controlled Goo<br/>Le fournisseur aura-t-il accès à des marchandises</li> </ol>  |  |   | ✓ No Yes<br>Non Oui |
| 5. b) Will the supplier require access to unclassified mi  |  | ne of the Technical Data Control                            | No Yes              |
| Regulations?   | may marinea usus suspect to any province     | is of the federal base control                              | ✓ Non Oui           |
| Le fournisseur aura-t-il accès à des données tech  | niques militaires non classifiées qui sont s | esujetties aux dispositions du Règlement                    |                     |
| sur le contrôle des données techniques?  5. Indicate the type of access required / Indiquer le typ                               | - double made                                |   |                     |
|  |  |   | No.                 |
| <ol> <li>a) Will the supplier and its employees require access<br/>Le fournisseur ainsi que les employés auront-its a</li> </ol> | s to PROTECTED and/or CLASSIFIED Inf         | ormation or exsets?<br>• PROTÉCÉS ellos CI ASSIFIÉS?        | ✓ No Yes<br>Non Oui |
| (Specify the level of access using the chart in Que  |  | a Professional Constitution                                 | 14011               |
| (Préciser le niveau d'accès en utilisant le tableau  | gui se trouve à la guestion 7, c)            |   |                     |
| 8. b) Will the supplier and its employees (e.g. cleaners,  |  | to restricted access areas? No access to                    | No Yes              |
| PROTECTED and/or CLASSIFIED information or<br>Le fournisseur et ses employés (p. ex. nettoyeurs                                  |  | des zones d'accès restraintes? L'accès                      | Non - Ou            |
| à des renseignements ou à des biens PROTEGE  | S et/ou CLASSIFIES n'est pas autorisé.       | des gories d'acces respenses à deces                        |                     |
| 8. c) is this a commercial courier or delivery requirement   |  |   | ✓ No Yes            |
| S'agit-il d'un contrat de messagerie ou de livraiso  |  |   | Non Oui             |
| <ol> <li>a) Indicate the type of information that the supplier w</li> </ol>  | ill be required to access / Indiquer le type | d'information auquel le fournisseur devra                   | evoir acces         |
| Canada   | NATO / OTAN                                  | Foreign / Étranger  |                     |
| <ol> <li>b) Release restrictions / Restrictions relatives à la di</li> </ol>   |  |   |                     |
| No release restrictions<br>Aucune restriction relative   | All NATO countries Tous les pays de l'OTAN   | No release restrictions Aucune restriction relative         |                     |
| à la diffusion   | Total las page de l'Oliver                   | à la diffusion  |                     |
|  |  |   |                     |
| Not releasable<br>À ne pas diffuser  |  |   |                     |
| A ne pes diruser   |  |   |                     |
| Restricted to: / Limité à :  | Restricted to: / Limité à :                  | Restricted to: / Limité à :                                 |                     |
| Specify country(les): / Préciser le(s) pays :  | Specify country(les): / Préciser le(s) pays  | : Specify country(les): / Précise                           | r le(s) pays :      |
|  |  |   |                     |
|  |  | I   |                     |
| 7. c) Level of information / Niveau d'information  |  |   |                     |
| PROTECTED A  | NATO UNCLASSIFIED                            | PROTECTED A   |                     |
| PROTÉGÉ A  | NATO NON CLASSIFIÉ                           | PROTÉGÉ A   | <u> </u>            |
| PROTECTED B  | NATO RESTRICTED                              | PROTECTED B   |                     |
| PROTECTED C  | NATO DIFFUSION RESTREINTE NATO CONFIDENTIAL  | PROTÉGÉ B<br>PROTECTED C                                    | 片                   |
|  | NATO CONFIDENTIAL<br>NATO CONFIDENTIAL       | PROTÉGÉ C   |                     |
| CONFIDENTIAL   | NATO SECRET                                  | CONFIDENTIAL  | <del>-</del>        |
|  | NATO SECRET                                  | CONFIDENTIEL  |                     |
| SECRET   | COSMIC TOP SECRET                            | SECRET  |                     |
|  | COSMIC TRÈS SECRET                           | SECRET  | <u> </u>            |
| TOP SECRET   |  | TOP SECRET  |                     |
| TRÉS SECRET TOP SECRET (SIGINT)  |  | TRÉS SECRET<br>TOP SECRET (SIGINT)                          | =                   |
| TOP SCURET (SIGNIT)  |  | TOP SECRET (SIGNT)  |                     |



| PART A (com  | Invest / PARTIE A (suite)   |  |                               |                             |                           |  |  |  |  |  |
|--|---|--|-------------------------------|-----------------------------|---------------------------|--|--|--|--|--|
| 8. Will the sup  | oller require access to PROTECTED a   |  |                               |                             | / No Yes                  |  |  |  |  |  |
|  | Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  Non Oui If Yes, indicate the level of sensitivity.                                     |  |                               |                             |                           |  |  |  |  |  |
|  | Dens l'effrmative, indiquer le niveau de sensibilité :  |  |                               |                             |                           |  |  |  |  |  |
|  | Will the supplier require access to extremely sensitive INFOSEC information or assets?     Le fournisseur aura-t-ll accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? |  |                               |                             |                           |  |  |  |  |  |
|  | s) of material / Titre(s) ebrégé(s) du ma<br>Number / Numéro du document :  | dériel :   |                               |                             |                           |  |  |  |  |  |
|  | Number / Numero du document :<br>RECONNEL (BUPPLIER) / PARTIE B - I   | PERSONNEL (FOLIRMISSELIE                             | A.                            |                             |                           |  |  |  |  |  |
|  | el security screening level required / N  |  |                               |                             |                           |  |  |  |  |  |
|  | RELIABILITY STATUS  |  | - acases                      | TOP SEC                     | eure.                     |  |  |  |  |  |
|  | COTE DE FIABILITÉ   | CONFIDENTIAL<br>CONFIDENTIAL                         | SECRET<br>SECRET              | TRES SE                     | CRET                      |  |  |  |  |  |
|  | TOP SECRET - SIGINT<br>TRÊS SECRET - SIGINT   | NATO CONFIDENTIAL<br>NATO CONFIDENTIEL               | NATO SECRET<br>NATO SECRET    |                             | TOP SECRET<br>TRÊS SECRET |  |  |  |  |  |
|  | SITE ACCESS<br>ACCÉS AUX EMPLACEMENTS   |  |                               |                             |                           |  |  |  |  |  |
|  | Special comments:   |  |                               |                             |                           |  |  |  |  |  |
|  | Commentaires spéciaux : Facility A  | cossa 2 for contractors working                      | on this requirement, if on    | site an escort is required. |                           |  |  |  |  |  |
|  |   |  |                               |                             |                           |  |  |  |  |  |
|  | NOTE: If multiple levels of screening of<br>REMARQUE: SI plusieurs niveaux d  | le contrôle de sécurité sont req                     |                               |                             |                           |  |  |  |  |  |
|  | creened personnel be used for portion<br>onnel sens autorisation sécuritaire peu  |  | u traval?                     |                             | ✓ No Yes<br>Non Out       |  |  |  |  |  |
|  | vill unscreened personnel be escorted   |  |                               |                             | No Yes                    |  |  |  |  |  |
| Dans l's   | ffirmative, le personnel en question se   | re-t-il escorté?                                     |                               |                             | Non Oui                   |  |  |  |  |  |
| PART C - SAI   | EGUARDS (SUPPLIER) / PARTIE C   | MESURES DE PROTECTION                                | (FOURNISSEUR)                 |                             |                           |  |  |  |  |  |
| INFORMATI  | ON / ASSETS / RENSEIGNEMEN  | TS / BIENS   |                               |                             |                           |  |  |  |  |  |
| 11. a) Will the  | supplier be required to receive and sto   | re PROTECTED and/or CLAS                             | SIFIED information or asset   | ts on its site or           | No Yes                    |  |  |  |  |  |
| premise  | ns?<br>risseur sens-t-il tenu de recevoir et d'er   | transcer our place des recordo                       | amanda ou dan blanc DDS       | ordode attac                | ▼ Non Oui                 |  |  |  |  |  |
| CLASS  |   | treposer sur piace des renseig                       | nements ou des biens Pro      | DIEGES WOOD                 |                           |  |  |  |  |  |
| 22 MARIE 6-4   | supplier be required to safeguard CON   | 1950 information or months?                          |                               |                             | Ma Was                    |  |  |  |  |  |
|  | aupprier de required to sareguerd dos<br>risseur sere-t-il tenu de protéger des re  |  | MSEC7                         |                             | ✓ Non Yes Oui             |  |  |  |  |  |
| PRODUCTO   | WI  | -  |                               |                             |                           |  |  |  |  |  |
| PRODUCTIO  | л   |  |                               |                             |                           |  |  |  |  |  |
| II. c) Will the s  | production (manufacture, and/or receir as   | ndfor modification) of PROTECT                       | ED and/or CLASSIFIED ma       | terial or equipment         | No TYPE                   |  |  |  |  |  |
|  | the supplier's site or premises?  |  |                               | to control population       | ✓ Non Oul                 |  |  |  |  |  |
|  | elations du fourneseur servironi-elles al<br>ASSIFIÉ?   | a production (Noncation et/ou re                     | peratori eticu modification)  | de material PNOTEGE.        |                           |  |  |  |  |  |
| RIE GODEN CON-   | ON TECHNOLOGY (TO MEDIA / SU  | BRADERE AND ALLERSON                                 | ALAME DE L'INTARPET           | OH MI                       |                           |  |  |  |  |  |
| INFORMATI  | JN TECHNOLOGY (II) MEDIA / 80   | PPURI RELAIIF A LA TECHN                             | OLUGE DE L'INFORMATI          | VN (II)                     |                           |  |  |  |  |  |
| 11. d/WII bes  | supplier be required to use its IT systems  | to electronically process, produ                     | e or store PROTECTED a        | ngler CLASSIFIED            | No Yes                    |  |  |  |  |  |
| informat   | ion or data?  |  |                               |                             | V Non Yes<br>Non Oui      |  |  |  |  |  |
| Le fourn<br>renseign   | isseur sera-Hil tenu d'utiliser ses propres<br>rements ou des données PROTEGES e  | i systémes informatiques pour tr<br>t/ou CLASSIFIÉS? | eter, produire ou stocker éle | ctroriquement des           |                           |  |  |  |  |  |
| 11. a) Will then   | be an electronic link between the survi   | ier's IT systems and the coverns                     | nent department or aperviv    | ,                           | No Yes                    |  |  |  |  |  |
| 11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  Disposers4-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence  Non  Oui |   |  |                               |                             |                           |  |  |  |  |  |
| gowern   | ementale?   |  |                               |                             |                           |  |  |  |  |  |
| TRESPORT OF  | 0-103/2004/12)  | Security Classification / Class                      | olfanios da educabil          |                             |                           |  |  |  |  |  |
| 100/0U1 33   | o-100(2004)12)  | Ovcurry Creater Ceston / C188                        | MILEDON OF SECURIO            |                             | Canadä                    |  |  |  |  |  |
|  |   |  |                               |                             | v anada                   |  |  |  |  |  |

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| + | Government<br>of Canada | Gouvernement<br>du Canada |
|---|-------------------------|---------------------------|
|   |                         |                           |

| Contract Number / Numéro du contrat                  |  |
|--|--|
| 202101461  |  |
| Security Classification / Classification de sécurité |  |
|  |  |

# PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(les) 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 (vis 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 (per internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

## **SUMMARY CHART / TABLEAU RÉCAPITULATIF**

| Category<br>Categorie                          | PROTEGE<br>PROTEGE |   |   | CLASSIFIED<br>CLASSIFIÉ |        |                | NATO                           |                     |                |                                     | COMMEC |                 |   |              |        |                |
|--|--------------------|---|---|-------------------------|--------|----------------|--------------------------------|---------------------|----------------|-------------------------------------|--------|-----------------|---|--------------|--------|----------------|
|  | A                  | 8 | c | Сонточний.              | Secret | Ton<br>Secret  | NATO<br>REFECTED               | NATO<br>COMPOSITIAL | MATO<br>SECRET | Tor                                 |        | Promote Promote |   | COMPONITIVE. | SECRET | Ton<br>Secret  |
|  |                    |   |   | COMPONITE.              |        | Teta<br>Secret | NATO<br>DIFFUSION<br>SWITHHALE | NATO<br>COMPOSITION |                | SECRET<br>CORNEC<br>Trata<br>SECRET | A      | 9               | c | COMPORNTS.   |        | Thea<br>Secret |
| information / Assets<br>Renseignements / Riens |                    |   |   |                         |        |                |                                |                     |                |                                     |        |                 |   |              |        |                |
| Production                                     |                    |   |   |                         |        |                |                                |                     |                |                                     |        |                 |   |              |        |                |
| IT Media /<br>Support Ti                       |                    |   |   |                         |        |                |                                |                     |                |                                     |        |                 |   |              |        |                |
| If Unk /<br>Lies électronique                  |                    |   |   |                         |        |                |                                |                     |                |                                     |        |                 |   |              |        |                |

| -   | analis i  |  |  |  |  |  |  |  |  |       |            |  |  |  |  |
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| 12.   | 12. a) is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée  « Classification de sécurité » au haut et au bas du formulaire. |  |  |  |  |  |  |  |  |       |            |  |  |  |  |
| 12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?<br>La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?   |   |  |  |  |  |  |  |  |  | ✓ Non | Yes<br>Oui |  |  |  |  |
| If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  Dans l'affirmative, classifier le présent formulaire en indiquent le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes). |   |  |  |  |  |  |  |  |  |       |            |  |  |  |  |

# **General Security Requirements**

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

- 1. Physical access is restricted to those specific areas of RCMP facilities required to meet the contract's objectives.
- 2. No Protected or Classified information or other assets will be removed from the RCMP facility without the approval of the Departmental representative or technical authority. If approved the transport and/or transmittal must comply with the security requirements identified in the RCMP's Transport and Transmittal Guide.
- Restricted items such as cameras, mobile telephones, and audio/visual devices will be surrendered to the main security desk upon arrival at any RCMP facility unless prior written approval has been obtained.
- 4. If applicable the contractor must hold a valid Document Safeguarding Capability (DSC).
- 5. The information disclosed under this contract will be administered, maintained, and disposed of in accordance with RCMP Security Policies and the Policy on Government Security.
- 6. The contractor will promptly notify the RCMP of any unauthorized use or disclosure of the information exchanged under this contract and will furnish the RCMP with details of the unauthorized use or disclosure.
- 7. The contractor will be responsible for advising the RCMP of any changes in personnel security requirements. Ie: Cleared personnel leaving the company or no longer supporting the RCMP contract, new personnel requiring a clearance and personnel requiring clearance renewal.
- 8. All contractor personnel will be required to obtain and maintain a personnel security clearance commensurate with the sensitivity of the work being performed throughout the life cycle of the contract (in accordance with the provisions of the SRCL). This clearance applies for all contractors working on this whether on site or if the training location should change. On site , requires an escort.

# **Personnel Security Requirements**

# **RCMP FACILITY ACCESS, LEVEL 2**

The vendor personnel will be required to be cleared to RCMP Facility access level 2 for any on site RCMP work, as well as those personnel working on this requirement but off site. They will not have access to Protected or Classified information, systems or assets.

In this scenario, the RCMP wishes to conduct local law enforcement checks only. For PWGSC procurement purposes, this should be identified in the contractual documents.

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

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

- 1. Form TBS 330-23
- 2. Copy of Photo Identification (Front and Back)

# ANNEX "D" to PART 5

# **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

| I, the ui | ndersigned, in submitting the accompanying bid or tender (hereinafter "bid") to:  |
|-----------|---|
| (Corpoi   | rate Name of Recipient of this Submission)  |
| for:      | (Name and Number of Bid and Project)  |
|           | (Name and Number of Bid and Project)  |
| in respo  | onse to the call or request (hereinafter "call") for bids made by:  |
| (Name     | of Tendering Authority)   |
| do here   | by make the following statements that I certify to be true and complete in every respect:   |
| I certify | , on behalf of: that:  (Corporate Name of Bidder or Tenderer [hereinafter "Bidder"])  |
|           | (Corporate Name of Bidder or Tenderer [hereinafter "Bidder"])   |
| 1.        | I have read and I understand the contents of this Certificate;  |
| 2.        | I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;  |
| 3.        | I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;  |
| 4.        | each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;   |
| 5.        | for the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:   |
|           | <ul><li>a. has been requested to submit a bid in response to this call for bids;</li><li>b. could potentially submit a bid in response to this call for bids, based on their qualifications, abilities or experience;</li></ul>   |
| 6.        | the Bidder discloses that (check one of the following, as applicable):  |
|           | <ul> <li>a. the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;</li> <li>b. the Bidder has entered into consultations, communications, agreements or arrangements</li> </ul> |

with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and



the nature of, and reasons for, such consultations, communications, agreements or arrangements;

7. in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

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

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

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

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