RETURN BIDS TO - RETOURNER LES SOUMISSIONS A:

RCMP-GRC

Bid Receiving/Réception des soumissions

Attn: Diane Perkins

Email address: Diane.Perkins@rcmp-grc.gc.ca

INVITATION TO TENDER

INVITATION À SOUMISSIONNER

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

Comments – Commentaires:

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

Title-Sujet: Construction – Canadian Police College (CPC), Building 'C' Basement HVAC & Fume Hoods Replacement			-	oril 29 th , 2021
Solicitat 2020047	tion No. – Nº de l 742	'invitation :		
	Reference No N 1677 1005588	o. De Référe	nce o	lu Client :
	ion Closes –L'in	vitation pren		
at/à:	2:00 PM		Tii H <i>A</i>	OT(Eastern Daylight me) AE (heure avancée de sst)
on/le:	May 13, 2021			
Delivery See here	y — Livraison : in.	Taxes: See herein.		Duty – Droits : See herein.
Destinat services See here	:	d Services – I	Desti	nations des biens et
Instruct See here				
	Enquiries to - Anements à :	dresser toute	e dei	nande de
	Diane Perkins, Senior Contracting Officer Email address: <u>Diane.Perkins@rcmp-grc.gc.ca</u>			
Telepho 613-843	one No. – No. de 1 -5904	téléphone:		
Delivery Required - Livraison exigée: See herein.		Delivery Offered - Livraison propose:		
Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:				
Telephone No. – No. de téléphone:				
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		Da	te	



CONSTRUCTION INVITATION TO TENDER

Construction, Canada Police College (CPC) Building 'C' Basement HVAC & Fume Hoods Replacement 1 Sandridge Road, Ottawa, Ontario

IMPORTANT NOTICE TO BIDDERS

TWO PHASE SELECTION PROCESS

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

THIS DOCUMENT CONTAINS AN INDUSTRIAL SECURITY REQUIREMENT

For further instructions, please consult "Special Instruction to Bidders", SI14, "Security Related Requirements" and "Supplementary Conditions" SC01 "Security Related Requirements".

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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- SI02 Bid Documents
- SI03 Enquiries during the Solicitation Period
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- SI05 Submission of Bid
- SI06 Revision of Bid
- SI07 Opening of Bids / Evaluation
- SI08 Completion of Submission
- SI09 Rights of Canada
- SI10 Debriefings
- SI11 Bid Validity Period
- SI12 Recourse Mechanisms
- SI13 Promotion of Direct Deposit Initiative
- 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

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

- GI01 Integrity Provisions Bid
- GI02 Completion of Bid
- GI03 Identity or Legal Capacity of the Bidder
- GI04 Applicable Taxes
- GI05 Capital Development and Redevelopment Charges
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- GI14 Compliance with Applicable Laws
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- **ANNEX C PHASE TWO DRAWINGS**
- ANNEX D SECURITY REQUIREMENT CHECK LIST (SRCL) & SECURITY GUIDE
- ANNEX E PHASE TWO CERTIFICATE OF INSURANCE



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SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 INTRODUCTION

The Royal Canadian Mounted Police (RCMP) intends to retain a Contractor to provide construction services for an HVAC and Fume Hoods Replacement project located at the RCMP, 1 Sandridge Road, Ottawa, Ontario as set out in this Invitation to tender (ITT). This project involves the removal and replacement of HVAC equipment from the roof of Building C of the Canadian Police College and to ensure the removal of any machinery using refrigerant R-22 before the Canadian Government bans its use. An upgrade to the fume hoods of the laboratories that are currently supplied by these units will also concurrently take place.

Solicitation No.: 202004742

- 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 bids 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 Phase One bids, 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;
 - 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). The General Instructions apply to both Phase One and Phase Two unless specified otherwise.
- d. Clauses & conditions identified in the "Contract Documents" (CD) section;
- 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-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R

Revision to Departmental Name: As this solicitation is issued by the 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 the RCMP or its Minister.

SI03 ENQUIRIES DURING THE SOLICITATION PERIOD

1. Enquiries during the Phase One solicitation period must be submitted by email to the Contracting Authority named on the Invitation to Tender - Page 1 at email address diane.perkins@rcmp-grc.gc.ca as early as possible within the Phase One solicitation period. Enquiries should be received no later than 5 working days prior to the date set



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

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- 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 diane.perkins@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 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 solicitation sent throughout the solicitation period must be directed ONLY to the Contracting Authority named on the Invitation to Tender Page 1. Failure to comply with this requirement may result in the bid being declared non-responsive.
- Further instructions related to enquiries during the Phase Two period will be released to Phase One responsive Bidders.

SI04 SITE VISIT

1. There will be no site visit for this solicitation.

SI05 SUBMISSION OF BIDS

Section GI09 of R2710T is replaced by the following:

A. Phase One submission of bid

- 1. The Phase One electronic bid shall be submitted in one electronic file in PDF format.
- 2. The Phase One electronic bid shall be submitted by email only to the Contracting Authority's email address on the front page of the "Invitation to Tender". The electronic bid must be received on or before the date and time set for the Phase One solicitation closing. The Bidder must ensure the subject line of the email identifies the electronic Phase One bid submission, and should include at minimum the solicitation number. The Bidder should ensure that the following information is included in the main body of the Phase One electronic bid submission email:
 - a. Solicitation number;
 - b. Name of Contracting Authority;
 - c. Bidder name and contact information (contact name, contact email, contact telephone number);
 - d. Bidder return address; and
 - e. Phase One solicitation closing date and time.
- 3. The Phase One Qualifications Form, and any required associated document(s), shall be in PDF format. The Bidder should ensure that the following information is included in the electronic title of the Phase One Qualification Form PDF document and in the body of the Qualification Form PDF document:
 - a. PHASE ONE QUALIFICATIONS:
 - b. Solicitation number; and
 - c. Name of Bidder.
- 4. Bids sent in hard copy or transmitted by facsimile will not be accepted.
- 5. Electronic submissions: Timely and correct delivery of electronic bids is the sole responsibility of the Bidder.
 - a. Canada will not be responsible for any failure attributable to the email transmission or email receipt of the bid including, but not limited to, the following:
 - i. receipt of a garbled or an incomplete bid;

ii. delay in the email transmission or email 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);

Solicitation No.: 202004742

- iii. failure of the Bidder to properly identify the bid and RFP number in the email subject line and in the electronic Bid Documents:
- iv. illegibility of the bid;
- v. RCMP server blocking emails and/or attachments (such as potential malware, file size, file formats (unacceptable file formats include, but are not limited to, .zip, .exe, .mp3, etc.));
- vi. Security of bid data.
- b. Bids transmitted via email constitutes the formal bid submission.
- c. The RCMP has restrictions on incoming email messages. The maximum email message size including all file attachments must not exceed 5MB. Zip/exe/mp3 files or links to Bid Documents will not be accepted. Incoming email messages exceeding the maximum file size and/or containing zip/exe/mp3 file attachments will be blocked from entering the RCMP email system. A bid transmitted by email that gets blocked by the RCMP email system will be considered not received. It is the responsibility of the Bidder to ensure receipt.

B. Phase Two submission of bid

- 1. The Phase Two bid shall be submitted in one electronic file in PDF format.
- 2. The Phase Two electronic bid shall be submitted by email only to the Contracting Authority's email address on the front page of the "Invitation to Tender". The electronic bid must be received on or before the date and time set for the Phase Two solicitation closing. The Bidder must ensure the subject line of the email identifies the electronic Phase Two bid submission, and should include at minimum the solicitation number. The Bidder should ensure that the following information is included in the main body of the Phase Two electronic bid submission email:
 - a. Solicitation number;
 - b. Name of Contracting Authority;
 - c. Bidder name and contact information (contact name, contact email, contact telephone number);
 - d. Bidder return address: and
 - e. Phase Two solicitation closing date and time.
- 3. The Phase Two Bid and Acceptance Form (BA), and a copy of the bid security if applicable, shall be in PDF format. The Bidder should ensure that the following information is included in the electronic title of the Phase Two BA Form and copy of the bid security (if applicable) PDF document(s), and in the body of the Phase Two BA Form PDF document:
 - a. PHASE TWO PRICE;
 - b. Solicitation number; and
 - c. Name of Bidder.

*Bid security (if applicable): Although an electronic copy of the bid security is required with the electronic bid submission, the Bidder must send the original bid security when requested by the Contracting Authority.

- 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. Bids sent in hard copy or transmitted by facsimile will not be accepted.
- 6. Electronic submissions: Timely and correct delivery of electronic bids is the sole responsibility of the Bidder.
 - a. Canada will not be responsible for any failure attributable to the email transmission or email receipt of the bid including, but not limited to, the following:
 - i. receipt of a garbled or an incomplete bid;

ii. delay in the email transmission or email 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);

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- iii. failure of the Bidder to properly identify the bid and RFP number in the email subject line and in the electronic Bid Documents:
- iv. illegibility of the bid;
- v. RCMP server blocking emails and/or attachments (such as potential malware, file size, file formats (unacceptable file formats include, but are not limited to, .zip, .exe, .mp3, etc.));
- vi. Security of bid data.
- b. Bids transmitted via email constitutes the formal bid of the Bidder.
- c. The RCMP has restrictions on incoming email messages. The maximum email message size including all file attachments must not exceed 5MB. Zip/exe/mp3 files or links to Bid Documents will not be accepted. Incoming email messages exceeding the maximum file size and/or containing zip/exe/mp3 file attachments will be blocked from entering the RCMP email system. A bid transmitted by email that gets blocked by the RCMP email system will be considered not received. It is the responsibility of the Bidder to ensure receipt.

SI06 REVISION OF BID

Section GI10 of R2710T is replaced by the following;

- 1. A Phase One and/or Phase Two electronic bid submitted in accordance with these instructions may be revised by submitting new electronic qualifications and/or price documents in PDF format by email to the Contracting Authority, provided the electronic revision is received by the Contracting Authority before the date and time set for the closing of the solicitation. All monetary revisions to bid amounts must be stated as an addition or deletion to the initial bid price. The Bidder must ensure the subject line of the email identifies the electronic revision of bid submission, and should include at minimum the solicitation number. The Bidder should ensure that the following information is included in the main body of the electronic revision of bid submission email:
 - a. REVISED PHASE ONE QUALIFICATIONS OR PHASE TWO PRICE;
 - b. Solicitation number: and
 - c. Name of Bidder.
- 2. A revision to a bid that includes unit prices must clearly identify the change(s) in the unit price(s) and the specific item(s) to which each change applies.
- 3. Multiple revisions to a bid must clearly identify the sequence of the revisions (i.e. Bid revision #1; Bid revision #2, etc.).
- 4. Electronic submissions: Timely and correct delivery of electronic bid revisions is the sole responsibility of the Bidder.
 - a. Canada will not be responsible for any failure attributable to the email transmission or email receipt of the bid revisions including, but not limited to, the following:
 - i. receipt of garbled or incomplete bid revision documents;
 - ii. delay in the email transmission or email receipt of the bid revisions 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 revision submission);
 - iii. failure of the Bidder to properly identify the bid revision and RFP number in the email subject line and in the electronic bid revision documents:
 - iv. illegibility of the bid revision documents:
 - v. RCMP server blocking emails and/or attachments (such as potential malware, file size, file formats (unacceptable file formats include, but are not limited to, .zip, .exe, .mp3, etc.));
 - vi. Security of the bid revision data.
 - b. Bid revisions transmitted via email constitutes the formal bid revisions of the Bidder.
 - c. The RCMP has restrictions on incoming email messages. The maximum email message size including all file attachments must not exceed 5MB. Zip/exe/mp3 files or links to Bid Documents will not be accepted. Incoming email messages exceeding the maximum file size and/or containing zip/exe/mp3 file attachments will be blocked from entering the RCMP email system. Bid revisions transmitted by email that get blocked by the RCMP email system will be considered not received. It is the responsibility of the Bidder to ensure receipt.

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5. Failure to comply with any of the above provisions may result in the rejection of the non-responsive revision(s) only. The bid shall be evaluated based on the original bid submitted and all other responsive revision(s).

SI07 OPENING OF BIDS / EVALUATION

- 1. There will be no public opening at Phase One or Phase Two bid submission 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-responsive and no further 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-responsive and no further 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

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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 will be sent to Phase Two Bidders.

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

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

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

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.

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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:
 - a. 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

https://www.tradecommissioner.gc.ca/tariffs_sanctions_controls-tarifs_sanctions_controles.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.tpsqc-pwqsc.gc.ca/app-acg/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

Royal Canadian Gendarmerie royale Solicitation No.: 202004742

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 related Appendices and Attachments;
 - c. Drawings and specifications;
 - d. General Conditions and clauses, as amended, identified as:

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	R2860D	(2019-05-30;
Allowabl	le 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 contract award:
 - h. Any amendment or variation of the Contract Documents that is made in accordance with the General Conditions; and
 - i. Appendices and Attachments of the solicitation submitted with the Contractor's bid.
- 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 the 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 the RCMP or its Minister.

3. Construction Documents:

After contract award, the Contractor will be provided with one electronic copy of the sealed and signed drawings, the specifications and any addenda issued during the solicitation period.

- 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, in accordance with the contract terms and conditions. If the Parties do not reach a settlement, 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.



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

Authorities

5.1 Contracting Authority

The Contracting Authority for the contract is:

Name: Diane Perkins

Title: Senior Contracting Officer

Organization: RCMP – Procurement and Contracting Branch

Address: 73 Leikin Dr.

Ottawa, ON K1A 0R

Telephone: 613-843-5904

Email address: diane.perkins@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 :	
Email address:	
Linaii adai 000.	

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

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

Name:	
Title:	_
Address:	
Telephone:	
Email address:	



SUPPLEMENTARY CONDITIONS (SC)

SC01 SECURITY RELATED REQUIREMENTS

1. The following security requirements (SRCL, Security Guide, and related clauses) apply to and form part of the contract. Before the commencement of Work the following conditions must be met:

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- 1.1 The Contractor's personnel are required to be security cleared at the level of **[Facility Access II with Escort]** as verified by the Personnel Security Unit (PSU) of the Royal Canadian Mounted Police (RCMP).
 - a. The Contractor must comply with the provisions of the Security Requirements Check List (SRCL) & Security Guide attached at Annex D.

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

- 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 obtain 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) calendar 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.)	
partifers.)	
Bidder Operating Name (if any):	
(In the case of a joint venture or	
partnership include the operating	
names of all members or	
partners.)	
Didden Address.	
Bidder Address:	
(In the case of a joint venture or	
partnership include the addresses	
of all members or partners.)	
or all members of partiters.	
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.)	
member of partitier.)	
Telephone # of Contact Person:	
Email Address of Contact Person:	
Email Fladi 500 of Softable Ciscii.	

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. Bidders must submit 2 separate reference projects as indicated in M1. If more than 2 reference projects are submitted, only the first 2 projects listed in sequence will receive consideration and any others will not receive consideration.
- d. If the Bidder is a joint venture or partnership, the Bidder must submit 2 separate reference projects per joint venture member or partner. The joint venture member or partner project references must not be for the same projects, all project references must be for separate projects. If more than 2 reference projects per member or partner are submitted, only the first 2 projects listed per member or partner in sequence will receive consideration and any others will not receive consideration. The Bidder cannot use the reference projects of a subcontractor unless they are bidding as a joint venture or partnership.

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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 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.
- d. 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.

5. MANDATORY REQUIREMENTS

At Phase One bid closing time, the Bidder must:

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

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

#	Mandatory Requirements	MET (Yes/No)
M1	The Bidder must have recently completed at least 2 separate heating, ventilation and air conditioning and/or fume hoods replacement projects, each project must meet the following requirements:	



- 1. The installation was completed within the last 5 years; and
- 2. The installation was for a law enforcement, government or *institutional building 800 square meters or greater; and
- 3. The value of the installation system was equal to or greater than \$250,000.00.

*An institutional building refers to a structure that fulfils a role related to healthcare (hospital or medical clinic, seniors living unit), education (school or university), recreation (athletic centre, public pool complex or arena) or public works (town hall, fire station, police station or detention centre).

Bidder Instructions: Bidder to demonstrate the above Mandatory Requirements are met by submitting 2 separate reference projects using Reference Project 1 and Reference Project 2 tables below. If the Bidder is a joint venture or partnership the Bidder must submit 2 separate reference projects per joint venture member or partner (reference sections 1, 2, 3 & 4 of this appendix).

REFERENCE PROJECT 1:			
A. Bidder name (or joint venture/partnership member			
names):			
B. Project Start Date:	C. Project Completion Date:		
D. Project Location:			
E. Project Title:			
E. Project Title:			
F. Brief Description of the Project:			
1. Bilei Description of the Project.			
G. Project Components:			
1. Was the installation completed within the last 5 years; ar	nd	Yes □	No □
Was the installation for:		100 🗆	1110
 a law enforcement building 800 square mete 	rs or greater; or	Yes □	No □
"			
ii. a government building 800 square meters or	greater; or	Yes □	No □
"" + ''((' 11' 000 (· · · · · · · · · · · · · · · · · · ·		
iii. *an institutional building 800 square meters	or greater (reference description of	Yes □	No □
institutional building in M1); and			
3. Was the value of the system installation equal to or great	ter than \$250,000.00.	Yes □	No □
REFERENCE PROJECT 2:			
A. Bidder name (or joint venture/partnership member			
names):			
B. Project Start Date:	C. Project Completion Date:		
D. Project Location:			
E. Project Title:			
F. Brief Description of the Project:			

G. I	Project Cor	nponents:		
1.	Was the ir	stallation completed within the last 5 years; and	Yes □	No □
2.	Was the ir	stallation for:		
	i.	a law enforcement building 800 square meters or greater; or	Yes □	No □
	ii.	a government building 800 square meters or greater; or	Yes □	No □
	iii.	*an institutional building 800 square meters or greater (reference description of institutional building in M1); and	Yes □	No □
3.	Was the v	alue of the system installation equal to or greater than \$250,000.00.	Yes □	No □

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.

b. During the evaluation of bids or offers, a supplier must, within 10 working days, inform the Contracting Authority in

writing of any changes affecting the list of	names submitted	further to section 17(a).	_
	•		

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APPENDIX 3 – PHASE TWO LISTING OF SUBCONTRACTORS

1. In accordance with GI07 - Listing of Subcontractors and Suppliers of R2710T- General Instructions - Construction Services - Bid Security Requirements, the Bidder should provide a list of subcontractors with its Phase Two bid.

2. The Bidder should submit the list of subcontractors for any portion of the Work valued at 20% or greater of the submitted Phase Two bid price.

	Subcontractor	Division
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

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

Construction - CPC Bldg. C. Basement HVAC & Fume Hoods Replacement, 1 Sandridge Road, Ottawa, Ontario.

BA02 LEGAL NAME AND ADDRESS OF BIDDER

The Bidder (or joint venture or partnership) legal name	, operating name, address, and Procurement Business Number
(PBN) must remain as submitted in the Bidder's Phase	One bid Appendix 1 – Phase One Qualification Form.

The Bidder may request a change to the contact person for the Bidder's Phase Two bid by completing the section below. If the section below is not completed and submitted with the Bidder's Phase Two bid the contract person and coordinates submitted in the Bidder's Phase One bid *Appendix 1 – Phase One Qualification Form* will be the contact person for the Bidder's Phase Two bid.

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 PRICE

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 Taxes.)

Cash Allowances (not included in the Total Bid Amount)

The following outlines the unit of measurement of the cash allowance items as indicated in the Specification documents: In accordance with Section 01 21 00, 1.1 Cash Allowances. The cash allowances are at cost (net cost) without allowance for mark-up or overhead or profit, and must be supported by invoices/receipts. All costs less than the estimated cash allowance amounts will be addressed as a credit change order to the contract. Mark-up, overhead and/or profit on cash allowances must be included in the Lump Sum.

ITEM	CASH ALLOWANCE (excluding mark-up, overhead & profit and excluding Applicable Taxes)
1. Section 01 21 00, 1.1 Cash Allowances for Regulvar	Thirty eight thousand five hundred (\$38,500.00) Dollars



BA04 BID VALIDITY PERIOD

The Phase Two bid must not be withdrawn for a period of 60 calendar 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 are identified in the Contract Documents (CD) section.

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BA06 CONSTRUCTION TIME

The Contractor must perform and complete the Work within 1 month of being notified by the Departmental Representative. The work under this contract is estimated to be completed between December 21, 2021 to January 22, 2022.

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		
If the b	and title of person authorized to sign on behalf of id is submitted as a joint venture or partnership, rship unless one member has been appointed to	the bid must be signed by	•
Signatu	ure	Date	

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) & SECURITY GUIDE

201911129073



Contract Number / Numéro du contrat	
PTS 5120	
Security Classification / Classification de sécurité Unclassified / non classifier	

SECURITY REQUIREMENTS CHECK LIST (SRCL)

	CATION DES EXIGENCES RE		ÉCURITÉ (LVERS)	
PART A - CONTRACT INFORMATION / PARTIE A				
Originating Government Department or Organizati	on /	2. Branch	or Directorate / Direction géné	rale ou Direction
Ministère ou organisme gouvernemental d'origine	RCMP	NPDO		
3. a) Subcontract Number / Numéro du contrat de so	us-traitance 3. b) Name an	d Address of Subco	ntractor / Nom et adresse du s	ous-traitant
4. Brief Description of Work / Brève description du tra	avail			
Replacement of R22 HVAC equipment in CPC-C for the	basement labs and class rooms.			
5. a) Will the supplier require access to Controlled Go	- 4-0			
Le fournisseur aura-t-il accès à des marchandis				✓ No Yes
				Non Oui
5. b) Will the supplier require access to unclassified r Regulations?	military technical data subject to the	provisions of the To	echnical Data Control	✓ No Yes
Le fournisseur aura-t-il accès à des données ter	chniques militaires non classifiées	rui sont assuietties	aux dispositions du Pàglement	Non ☐ Oui
sur le contrôle des données techniques?	ormques minianes non siassinees (qui sont assajetties t	dux dispositions du rregiement	
6. Indicate the type of access required / Indiquer le to	ype d'accès requis			
6. a) Will the supplier and its employees require acce	ass to PROTECTED and/or CLASS	IEIED information of	consts?	No Yes
Le fournisseur ainsi que les employés auront-ils				✓ No Yes Oui
(Specify the level of access using the chart in Q	uestion 7. c)	des biells i No i Le	LO CIOU OLAGON ILO:	Lim Non Lim Our
(Préciser le niveau d'accès en utilisant le tablea	u qui se trouve à la question 7. c)			
6. b) Will the supplier and its employees (e.g. cleaner	rs, maintenance personnel) require	access to restricted	access areas? No access to	No Yes
PROTECTED and/or CLASSIFIED information				Non ✓ Oui
Le fournisseur et ses employés (p. ex. nettoyeu			d'accès restreintes? L'accès	
à des renseignements ou à des biens PROTÉG 6. c) Is this a commercial courier or delivery requirem		itorise.		Ma DV-
S'agit-il d'un contrat de messagerie ou de livrais	son commerciale sans entreposade	de nuit?		✓ No Yes Oui
7. a) Indicate the type of information that the supplier	will be required to access / Indique	er le type d'information	on auquel le fournisseur devra	avoir accès
Canada	NATO / OTAN		Foreign / Étranger	
7. b) Release restrictions / Restrictions relatives à la	diffusion			
No release restrictions	All NATO countries	1	No release restrictions	
Aucune restriction relative	Tous les pays de l'OTAN		Aucune restriction relative	
à la diffusion			à la diffusion	
Net releaseble				
Not releasable À ne pas diffuser				
A fie pas diffuser				
Restricted to: / Limité à :	Restricted to: / Limité à :		Restricted to: / Limité à :	
Specify country(ies): / Préciser le(s) pays :	Specify country(ion): / Préciser le	(0) 2010 :		
Specify country(les). / Frediser le(s) pays .	Specify country(ies): / Préciser le	(s) pays:	Specify country(ies): / Précis	er le(s) pays :
7. c) Level of information / Niveau d'information				
PROTECTED A	NATO UNCLASSIFIED		PROTECTED A	
PROTÉGÉ A L	NATO NON CLASSIFIÉ		PROTÉGÉ A	
PROTECTED B	NATO RESTRICTED		PROTECTED B	
PROTÉGÉ B	NATO DIFFUSION RESTREINTE		PROTÉGÉ B	
PROTECTED C				
	NATO CONFIDENTIAL		PROTECTED C	
PROTÉGÉ C	NATO CONFIDENTIEL		PROTÉGÉ C	
CONFIDENTIAL	NATO CONFIDENTIEL NATO SECRET		PROTÉGÉ C CONFIDENTIAL	
CONFIDENTIAL CONFIDENTIEL	NATO CONFIDENTIEL NATO SECRET NATO SECRET		PROTÉGÉ C CONFIDENTIAL CONFIDENTIEL	
CONFIDENTIAL CONFIDENTIEL SECRET	NATO CONFIDENTIEL NATO SECRET NATO SECRET COSMIC TOP SECRET		PROTÉGÉ C CONFIDENTIAL CONFIDENTIEL SECRET	
CONFIDENTIAL CONFIDENTIEL SECRET SECRET	NATO CONFIDENTIEL NATO SECRET NATO SECRET		PROTÉGÉ C CONFIDENTIAL CONFIDENTIEL SECRET SECRET	
CONFIDENTIAL CONFIDENTIEL SECRET SECRET TOP SECRET	NATO CONFIDENTIEL NATO SECRET NATO SECRET COSMIC TOP SECRET		PROTÉGÉ C CONFIDENTIAL CONFIDENTIEL SECRET SECRET TOP SECRET	
CONFIDENTIAL CONFIDENTIEL SECRET SECRET TOP SECRET TRÈS SECRET	NATO CONFIDENTIEL NATO SECRET NATO SECRET COSMIC TOP SECRET		PROTÉGÉ C CONFIDENTIAL CONFIDENTIEL SECRET SECRET TOP SECRET TRÈS SECRET	
CONFIDENTIAL CONFIDENTIEL SECRET SECRET TOP SECRET	NATO CONFIDENTIEL NATO SECRET NATO SECRET COSMIC TOP SECRET		PROTÉGÉ C CONFIDENTIAL CONFIDENTIEL SECRET SECRET TOP SECRET	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canadä

201911129073



Government of Canada Gouvernment du Canada

Contract Number / Numéro du contrat PTS 5120

Security Classification / Classification de sécurité Unclassified / non classifier

PART A Icon	tinued) / PARTIE A (suite)				
8. Will the sur	oplier require access to PROT	ECTED and/or CLASSIFIED COMSEC eignements ou à des biens COMSEC dé		ACCIEIÉCO	✓ No Yes
	cate the level of sensitivity:	eignements ou a des biens comsec de	signes PROTEGES evou CL	ASSIFIEST	Non LOui
	mative, indiquer le niveau de s				(6) [4] [4]
		nely sensitive INFOSEC information or a eignements ou à des biens INFOSEC de		97	No Yes Non Oui
	s) of material / Titre(s) abrégé Number / Numéro du docume				
		RTIE B - PERSONNEL (FOURNISSEUF			
10. a) Person	nel security screening level re	quired / Niveau de contrôle de la sécurit	e du personnel requis		
	RELIABILITY STATUS COTE DE FIABILITÉ	CONFIDENTIAL CONFIDENTIEL	SECRET SECRET	TOP SEC TRÉS SE	
	TOP SECRET- SIGINT TRÉS SECRET - SIGINT	NATO CONFIDENTIAL NATO CONFIDENTIAL	NATO SECRET		TOP SECRET TRÉS SECRET
	SITE ACCESS ACCÉS AUX EMPLACEME	ENTS			7
	Special comments:				
	Commentaires spéciaux :	Facility Access II with esco	rt - Accès aux installa	ations II avec es	corte
		creening are identified, a Security Classific			
0 h) May un	REMARQUE : Si plusieurs screened personnel be used f	niveaux de contrôle de sécurité sont rec	uis, un guide de classification	de la sécurité doit être	e fourni.
		ritaire peut-il se voir confier des parties d	u travail?		Non Oui
	will unscreened personnel be				No Yes
Dans l'a	affirmative, le personnel en qu	estion sera-t-II escorté?			Non Oui
PART C - SAI	FEGUARDS (SUPPLIER) / PA	ARTIE C - MESURES DE PROTECTION	(FOURNISSEUR)	HT CHI	
INFORMATI	ON / ASSETS / RENSEIG	SNEMENTS / BIENS			
44 - 1469 4-	aventing by any stand to speci-	and store DDOTECTED and/or CLAS	DIFIED information or assets	an ita aita aa	□ No □Vee
11. a) will the		e and store PROTECTED and/or CLAS	SIFIED INTORMATION OF ASSetS	on its site or	✓ No Yes
		oir et d'entreposer sur place des renseig	nements ou des biens PROT	ÉGÉS et/ou	
CLASS	IFIÉS?				
11. b) Will the	supplier be required to safeq	uard COMSEC information or assets?			No Yes
		ger des renseignements ou des biens Co	DMSEC?		Non Oui
PRODUCTIO	ON				
	production (manufacture, and/o the supplier's site or premises	or repair and/or modification) of PROTECT	ED and/or CLASSIFIED mater	ial or equipment	No Yes Oui
Les inst		nt-elles à la production (fabrication et/ou ré	paration et/ou modification) de	matériel PROTÉGÉ	V Non Cui
INFORMATIO	ON TECHNOLOGY (IT) MEDIA	A / SUPPORT RELATIF À LA TECHN	OLOGIE DE L'INFORMATION	I (TI)	
			ne or stone PROTECTED and	or CLASSIFIED	No TVes
11. d) Will the	supplier be required to use its I	I Systems to electronically drocess. Drocu	SO OF SOME FINOTEOTED BILLING		7 140 1103
informat	tion or data?				NonOui
informat Le four	tion or data?	es propres systèmes informatiques pour tr		oniquement des	Non Oui
informat Le four renseign	tion or data? nisseur sera-t-il tenu d'utiliser se nements ou des données PRO	es propres systèmes informatiques pour tr TÉGÉS et/ou CLASSIFIÉS?	aiter, produire ou stocker électr	oriquement des	Non Oui
informal Le four renseign 11. e) Will ther Dispose	tion or data? nisseur sera-t-il tenu d'utiliser se nements ou des données PRO e be an electronic link between	es propres systèmes informatiques pour tr	aiter, produire ou stocker électr		Non Oui No Yes Non Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canada

201911129073



Gouvernement du Canada

Contract Number / Numéro du contrat

PTS 5120

Security Classification / Classification de sécurité Unclassified / non classifier

PART C - (continued) / 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	PROTECTED CLASSIFIED PROTÉGÉ CLASSIFIÉ			NATO				COMSEC								
	Α	В	С	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC		OTECT ROTÉG		CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		SECRET COSMIC TRÈS SECRET	A	В	С	CONFIDENTIEL		TRES SECRET
Information / Assets Renseignements / Biens																
Production																
T Media / Support TI																
IT Link / Lien électronique																
a) Is the descrip La description										SIFIÉE?				Γ	✓ No Non	☐ Y

	nk / électronique																	
12.	a) Is the descrip La description										SIFIÉE?				\checkmark	No Non	Yes	>
	If Yes, classify Dans l'affirma « Classification	tive	, cla	ssif	ier le présent	formulair	e en indi	quant le niv					е					
12.	o) Will the docui La documentat									FIÉE?					\checkmark	No Non	Yes	;
	If Yes, classify attachments (Dans l'affirma « Classification des pièces join	e.g. tive on d	SEC , cla e sé	CRE'	T with Attach ier le présent	ments). formulair	e en indi	quant le niv	eau de sécuri	té dans	la case int	titulé	е					

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canadä



Security Clauses

All contractors and sub-contractors employed on this contract must support the RCMP's security environment by complying with the following directives:

- 1. Contractor and sub-contractor personnel will be required to obtain and maintain a personnel security clearance/status commensurate with the sensitivity of the work being performed throughout the life cycle of the contract (in accordance with the provisions of the SRCL).
- 2. Subcontracts are NOT to be awarded without review and prior written permission from the RCMP Contract Authority, who is responsible for contacting and liaising with the RCMP Departmental Security Section.
- 3. The contractor will be responsible for advising the RCMP of any changes in personnel security requirements. For example: Cleared personnel leaving the company or no longer supporting the RCMP contract, new personnel requiring security screening and personnel requiring renewal of their personnel security screening.
- 4. Before entering an operational area of an RCMP building/facility, contractors must turn in all electronic devices, e.g. cell phones, cameras, PDAs to the reception/security desk until the person leaves. EXCEPTION: A contractor with a valid RCMP Enhanced Reliability Status.
- 5. Contractors are forbidden from taking photographs on RCMP property. If photographs must be taken, written permission must first be received from the detachment/unit commander and relayed to the property security authority (e.g. commissionaires) on site.
- 6. A building access card is required for admittance to, or movement within an RCMP building/facility. The building access card must be worn and visible at all times.
- 7. No sensitive (Protected / Classified) hard copy information or assets shall be removed from the RCMP building/facility.
- 8. No sensitive (Protected / Classified) electronic information or assets shall be removed from RCMP networks or property.
- 9. No sensitive (Protected / Classified) information shall be electronically transmitted to or processed at the contractor's site.
- 10. Physical access to RCMP facilities/sites is restricted to those specific areas required to meet the contract's objectives
- 11. Certain areas, based on the sensitivity of the information being processed/stored or the work being done, will require a technical and/or client escort.
- 12. 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.

13. If the nature or scope of the work changes, the contractor must promptly notify the RCMP Contract Authority, who will contact and liaise with Departmental Security Section, to review and determine appropriate security mitigations.

Solicitation No.: 202004742

ANNEX E – PHASE TWO CERTIFICATE OF INSURANCE (Not required at solicitation closing) Page 1 of 2

Travaux publics et Public Working Governmentaux Canada Public Working Governmentaux Canada	orks and ent Services					
Description and Location of Work						Contract No.
						Project No.
Name of Insurer, Broker or Agent	Address (N	lo., Street)	City	Province	Postal	Code
Name of Insured (Contractor)	Address (N	lo., Street)	City		Province	Postal Code
Additional Insured						
Her Majesty the Queen in Right	of Canada as represented Ł	by the Royal Can	adian Mounted	Police.		
Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y		Limits of Li	ability
Commercial General Liability				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
Umbrella/Excess Liability				\$	\$ \$	\$
Builder's Risk / Installation Floater				\$	 \$	\$
			•			
I certify that the above policies the applicable insurance cover coverage.						
Name of person authorized to sign	n on behalf of Insurer(s) (Offi	icer, Agent, Brok	er)			Telephone number
Signature						Date D/M/Y

CERTIFICATE OF INSURANCE Page 2 of 2

Solicitation No.: 202004742

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).