



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 - Queens District Detachment - Travaux de construction – Détachement du district de Queens		Date : July 29, 2021
Solicitation No. – N° de l’invitation : 202201084		
Client Reference No. - No. De Référence du Client : G/L 852, L0126, 1006218		
Solicitation Closes –L’invitation prend fin		
at/à:	2:00 PM	EDT(Eastern Daylight Time) HAE (heure avancée de l’Est)
on/le:	September 20, 2021	
Delivery – Livraison : See herein.	Taxes : See herein.	Duty – Droits : See herein.
Destination of Goods and Services – Destinations des biens et services : See herein.		
Instructions : See herein.		
Address Enquiries to - Adresser toute demande de renseignements à : Diane Perkins, Senior Contracting Officer Email address: Diane.Perkins@rcmp-grc.gc.ca		
Telephone No. – No. de téléphone: 613-843-5904		
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	Date	



CONSTRUCTION INVITATION TO TENDER

Queens District Detachment
Cornwall, Prince Edward Island

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, Document Safeguarding".

APPROVAL OF ALTERNATIVE MATERIALS (APPLICABLE TO PHASE TWO)

In accordance with R2710T (2021-04-01) 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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R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2021-04-01)

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
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SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 INTRODUCTION

1. The Royal Canadian Mounted Police (RCMP) intends to retain a Contractor to provide construction services for the construction of a new 2195 metres² RCMP Detachment and Outbuilding in Cornwall PEI.
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;
 - c. General Instructions - Construction Services - Bid Security Requirements R2710T (2021-04-01), 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 (2021-04-01) 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.



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 G115 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.
5. Further instructions related to enquiries during the Phase Two period will be released to Phase One Responsive Bidders.

SI04 OPTIONAL SITE VISIT

A. Phase One

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

B. Phase Two

1. There will be a Phase Two site visit. The date, time and location for the Phase Two site visit will be identified during Phase Two.
2. The Phase Two site visit for this project is OPTIONAL. The representative of the Bidder should sign the Site Visit Attendance Sheet at the site visit.
3. Safety Attire: In order to be guaranteed access to the Phase Two site visit all persons should have the proper personal protective equipment (safety glasses, footwear, vests and hard hats etc.). Bidder`s personnel/individuals who do not have the proper safety attire may be denied access to the site. Face masks will also be required in accordance with the local government regulations.
4. Security pre-screening: The names of each individual attending the site visit, along with the name of the Phase Two Bidder they represent, should be provided to the Contracting Authority by the date and time that will be indicated during Phase Two in order to gain access to the site.

SI05 SUBMISSION OF BIDS

Section G109 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);
 - 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);
 - 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.
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 pass or fail basis. 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
- 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



- a. continue to evaluate the Phase Two bids of those who have accepted the proposed extension; or
 - b. cancel the solicitation.
4. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI11 of R2710T.

SI12 RECOURSE MECHANISMS

If you have any concerns relating to the procurement process, please refer to the [Recourse Mechanisms](#) page on the [Buyandsell.gc.ca](#) website. Please note that there are strict deadlines for filing complaints with the Canadian International Trade Tribunal (CITT) or the [Office of the Procurement Ombudsman \(OPO\)](#).

<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/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.

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.
 - b. The Bidder's proposed location of work performance or document safeguarding must meet the security requirement as indicated in Supplementary Clauses (SC01).
 - c. The Bidder must provide the address of proposed location(s) of work performance or document safeguarding as indicated in Supplementary Clauses (SC01).

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-acq/forms/documents/505_eng.pdf

Labour and Material Payment Bond (form PWGSC-TPSGC 506)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf>

Standard Acquisition Clauses and Conditions (SACC) Manual

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

PWGSC, Code of Conduct

<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>

Construction and Consultant Services Contract Administration Forms Real Property Contracting

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>

Integrity Regime (access to the Declaration Form through the *Forms for the Integrity Regime* link)

<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>

Trade Agreements

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



CONTRACT DOCUMENTS (CD)

1. The following are the Contract Documents:

- a. Contract page when signed by Canada;
- b. Duly completed Bid and Acceptance Form and 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);
	Allowable 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	R2882D	(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.

4. Procurement Ombudsman

4.1 Dispute Resolution Services

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the contract, 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*.



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.

5. 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: _____

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, DOCUMENT SAFEGUARDING

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:
 - 1.1 The Contractor's personnel are required to be security cleared at the level of *Enhanced Reliability Status for the Foreman and Project Managers* and at time of substantial and final completion personnel must be cleared at *Facility Access, Level II* 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.
 - b. The Contractor's location of service performance or document safeguarding must meet the security requirement as indicated in Annex D – Security Requirements Check List (SRCL) & Security Guide.
 - 1.2 Contractor's Site or Premises Requiring Safeguard Measures

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

Address:
Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory
Postal Code

SC02 INSURANCE TERMS

1. **Insurance Contracts**
 - a. The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
 - b. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
2. **Period of Insurance**
 - a. The policies required in the Certificate of Insurance must be in force from the date of contract award and be maintained throughout the duration of the contract.
 - b. The Contractor must 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.)	
Bidder Operating Name (if any): (In the case of a joint venture or partnership include the operating names of all members or partners.)	
Bidder Address: (In the case of a joint venture or partnership include the addresses of all members or partners.)	
Procurement Business Number (PBN): (In the case of a joint venture or partnership include the PBN of the joint venture or partnership, or the PBN for each member or partner.)	
Name of Contact Person: (In the case of a joint venture or partnership include only the contact person of the lead member or partner.)	
Telephone # of Contact Person:	
Email Address of Contact Person:	

2. BIDDER INSTRUCTIONS:

- a. The Bidder is requested to respond to the Mandatory Requirements using the table formats below.
- b. Listing experience without providing any supporting data to describe where and how such experience was obtained will result in the experience not being included for evaluation purposes. If any of the requirements under this section are omitted, or if there is a lack of supporting information, the Phase One bid will be set aside without further consideration and the Phase One bid will be considered to be non-responsive.
- c. 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.

- 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	<p>The Bidder must have recently completed at least 2 separate construction projects, each project must meet the following requirements:</p> <ol style="list-style-type: none"> 1. The construction was completed within the last 5 years; and 2. The construction was for a law enforcement, government or *institutional building 1500 square meters or greater; and 3. The construction value was equal to or greater than \$9,000,000.00. <p>*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).</p> <p><u>Bidder Instructions:</u> 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).</p>	

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:		
F. Brief Description of the Project:		
G. Project Components:		
1. Was the construction completed within the last 5 years; and	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2. Was the construction for:		
i. a law enforcement building 1500 square meters or greater; or	Yes <input type="checkbox"/>	No <input type="checkbox"/>
ii. a government building 1500 square meters or greater; or	Yes <input type="checkbox"/>	No <input type="checkbox"/>
iii. *an institutional building 1500 square meters or greater (reference description of institutional building in M1); and	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3. Was the construction value equal to or greater than \$9,000,000.00.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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. Project Components:

1. Was the construction completed within the last 5 years; and	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2. Was the construction for:		
i. a law enforcement building 1500 square meters or greater; or	Yes <input type="checkbox"/>	No <input type="checkbox"/>
ii. a government building 1500 square meters or greater; or	Yes <input type="checkbox"/>	No <input type="checkbox"/>
iii. *an institutional building 1500 square meters or greater (reference description of institutional building in M1); and	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3. Was the construction value equal to or greater than \$9,000,000.00.	Yes <input type="checkbox"/>	No <input type="checkbox"/>



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		Division 1
2		Division 3
3		Division 4
4		Division 5
5		Division 6
6		Division 7
7		Division 8
8		Division 9
9		Division 10
10		Division 12
11		Division 14
12		Division 20
13		Division 21
14		Division 22
15		Division 23
16		Division 25
17		Division 26
18		Division 27
19		Division 28
20		Division 31
21		Division 32
22		Division 33



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

Queens District Detachment, Cornwall, Prince Edward Island

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 <i>Appendix 1 – Phase One Qualification Form</i> .	
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 <i>Appendix 1 – Phase One Qualification Form</i> 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.)*

BA04 BID VALIDITY PERIOD

The Phase Two bid must not be withdrawn for a period of sixty (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.

BA06 CONSTRUCTION TIME

The Contractor must perform and complete the Work within 16 months from the date of contract award.

BA07 BID SECURITY



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

BA08 SIGNATURE

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

If the bid is submitted as a joint venture or partnership, 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.

Signature

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

20191122656 - Revised



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité NONE

**SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine RCMP	2. Branch or Directorate / Direction générale ou Direction Real Property Mgt. - National Project Delivery Office	
3. a) Subcontract Number / Numéro du contrat de sous-traitance TBD	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail This SRCL covers the security requirement for the design, construction & commissioning a new detachment building in Queens District PE. The detachment will be constructed on vacant RCMP land and will be a new standalone building. This will be a multi level SRCL for the duration of the project. The SRCL will include the project initiation team, design team, construction management team, and the testing/commissioning team (could be more). For each phase/tender of the project, a new SOW will be provided, to be vetted and Security Guide generated.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	
Foreign / Étranger <input type="checkbox"/>		
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

20191122 656



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité NONE

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? 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:
 Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets? No Yes
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input checked="" type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |

Topographic Survey - No requirement see email links. gc

Foreman / Project Managers: ERS. Construction: No clearance required Substantial Completion: FA02

VARIOUS:

Special comments: Commentaires spéciaux : Architects, Design Team & Project Managers - ERS Clearance Required. See notes at end of SRCL Document.

FA2 will most likely not be required, as the construction will not be in an operational RCMP facility.

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work? No Yes
 Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? Non Oui
 If Yes, will unscreened personnel be escorted? No Yes
 Dans l'affirmative, le personnel en question sera-t-il escorté? Non Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? No Yes
 Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets? No Yes
 Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? Non Oui

PRODUCTION

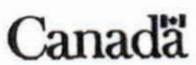
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? No Yes
 Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? Non Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? No Yes
 Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? No Yes
 Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? Non Oui

Security Classification / Classification de sécurité NONE
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201911122656



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité NONE

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 / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production		✓														
IT Media / Support TI																
IT Link / Lien électronique																

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? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez 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?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / 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, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



SRCL Security Guide

New Detachment Construction – Queens District ('L' Division)
SRCL #: 201911122656

Prepared by:
Atlantic Region Departmental Security Section
Royal Canadian Mounted Police

Reviewer initials and date:  09 SEP. 2019

Reviewer initials and date: _____

Template date: August 8th, 2017



Preamble

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

General Security Requirements

1. All Protected information (hard copy documentation) or other sensitive assets for which the RCMP is responsible will be shared with the contractor through pre-approved processes.
2. The information disclosed by the RCMP will be administered, maintained, and disposed of in accordance with the Contract. At minimum the contractor must follow the Policy on Government Security.
3. The contractor will promptly notify the RCMP contract authority of any security incidents related to the RCMP information provided. (i.e. loss of sensitive information, accidental or deliberate.)
4. Photography is not permitted. If photos are required, please contact the Contract Authority and Departmental Security Section
5. The contractor is not permitted to disclose sensitive information provided by the RCMP, to any sub-contractors, without those individuals having the proper RCMP security level required to access the protected information.
6. The RCMP's Atlantic Region Departmental Security Section (ARDSS) reserves the right to conduct inspections of the contractor's facility and provide guidance on mandatory safeguards (safeguards as specified in this document and possibly additional site specific safeguards). Inspections may be performed prior to sensitive information being shared and/or as required (e.g. if the contractor's office relocates). The intent of the inspection is to ensure the quality of security safeguards.
7. To ensure Canada's sovereign control over its data, all sensitive or protected data under government control will be stored on servers that reside in Canada. Data in transit will be appropriately encrypted.

Physical Security

1. **Storage:** Protected information/assets must be stored in a container approved by the RCMP DSS. The container must be located (at minimum) within an "Operations Zone". As such, the contractor's facility must have an area/room that meets the following criteria:

Operations Zone	
Definition	<p>An area where access is limited to personnel who work there and to properly escorted visitors.</p> <p>Note: The personnel working within the Operational Zone must:</p> <ul style="list-style-type: none"> • possess a valid RCMP Reliability Status (RRS), or • be escorted by an individual who possesses a valid RRS
Perimeter	<p>Must be indicated by a recognizable perimeter or a secure perimeter depending on project needs. For example, the controls may be a locked office or suite.</p>
Monitoring	<p>Monitored periodically by authorized employees. For example, users of the space working at the location are able to observe if there has been a breach of security.</p>

Note: Refer to Appendix A for more information on the Security Zone concept.

2. **Discussions:** Where sensitive conversations are anticipated, Operations Zones must have a stand off from public spaces or be designed with acoustic speech privacy properties (where the user has a reasonable expectation that they will not be overheard). For example, private room/office and/or boardroom.
3. **Production:** The production (generation and/or modification) of Protected information or assets must occur in an area that meets the criteria of an Operations Zone.
4. **Destruction:** All drafts or misprints (damaged copies and/or left over copies) must be destroyed by the contractor. Protected information must be destroyed in accordance with the RCMP's Security Manual. The equipment/system (i.e. shredder) used to destroy sensitive material is rated according to the degree of destruction. RCMP approved destruction equipment must be utilized.

Approved levels of destruction for Protected B include:

- Residue size must be less than 1 x 14.3 mm (particle cut).

Note:

- If the contractor is unable to meet the RCMP's destruction requirements, all sensitive information/assets are to be returned to the RCMP for proper destruction.
- Any sensitive drafts/misprints awaiting disposal must be protected in the agreed upon manner until destroyed.

5. **Transport/Transmittal:** The physical exchange of sensitive information must follow the Contract. When a delivery service is used, it must offer proof of mailing, a record while in transit and of delivery.

Transport	Transport: to transfer sensitive information and assets from one person or place to another by someone with a need to know the information or need to access the asset.
Transmittal	Transmit: to transfer sensitive information and assets from one person or place to another by someone without a need to know the information or need to access the asset.

Note:

- For Transport of Protected "B" information (travel to/from neutral locations for meetings and/or interviews): In place of a single envelope, a briefcase or other container of equal or greater strength may be used. Double envelope/wrap to protect fragile contents or to keep bulky, heavy or large parcels intact.
- For Transmittal of Protected "B" information (Canada Post or registered courier): Address in a nonspecific manner. Add "To Be Opened Only By" because of the need-to-know or need-to-access principles when warranted.

IT Security

Appropriate Control of Protected A and B Information

Transport/Transmittal

1. If there is a requirement to send RCMP Protected A or Protected B information electronically, it must be sent using a FIPS 140-2, Level 2 or greater, compliant portable storage device provided by the RCMP, with access restricted to RCMP security-cleared contractor personnel only, and the RCMP client. The FIPS 140-2 compliant portable storage device must be hand-delivered or shipped via an approved courier to the contractor's location. Sensitive RCMP information shall not be transmitted to or from any external email address.
2. The password for the portable storage device is to be provided verbally, either in person or by telephone to RCMP security cleared contractor personnel only.
3. IF electronic processing of Protected A or B RCMP information is required, the contractor must ensure the information is:
 - encrypted while at rest
 - encrypted while in transit; and
 - access controls are implemented.

Note: Advanced Encryption Standard (AES) Algorithm with key lengths of 128, 192 and 256 bits is approved for encrypting Protected A and B information.

Mobile Users

1. Use only RCMP-issued equipment approved for mobile use.
2. Use an approved full-disk encryption method on laptop computers and encrypt sensitive information when not in use
3. Remove your credential/authentication token and keep it on your person, when the technology it is used with is left unattended.
4. Ensure that the laptop and/or storage media containing sensitive information are stored in an authorized security container if the information is not encrypted. See AM ch. XI.3., sec. H

Telephony

5. All voice communication by any cellular or mobile telephone must be restricted to non-sensitive information, unless the phone is specifically accredited and issued for sensitive information.
6. Use of RCMP supplied smartphones/cellphones are restricted to RCMP employees, authorized organizations and their agents working on behalf of the RCMP, and authorized organizations and their agents.
7. RCMP supplied smartphones/cellphones are only authorized to process up to and including Protected A information on the corporate workspace side for the purpose of RCMP business.
8. Only RCMP supplied external peripheral devices may be used externally with a RCMP supplied smartphone.

Printing, Scanning, and Photocopying

9. If electronic RCMP Protected information has to be printed / scanned, the contractor must have additional/dedicated computer(s), printer(s)/scanners. This equipment must not be connected to the local area network nor the Internet. This computer(s) will require RCMP approved disk drive encryption.

Storing

10. If required, backup of RCMP Protected A or B information is subject to the same security guidelines (encryption and access controls) as is the live information.
11. A contractor's IT infrastructure, should it be required for storage of RCMP Protected information, will be subject to a review by ARDSS IT Security and will undergo the RCMP Security Assessment & Authorization process.

12. Electronic records must be destroyed according to ITSP.40.006 – IT Media Sanitization (refer to <https://www.cyber.gc.ca/en/guidance/it-media-sanitization-itsp40006> for further info). Protected information is to be cleared using the following options:

- Media containing PROTECTED government information can only be re-used after all data areas of the media have been alternatively overwritten with any character and its complement (e.g. binary 1s then binary 0s) for a minimum of three times.
- Media containing PROTECTED government information that are not overwritten to the satisfaction of the RCMP are to be destroyed in accordance with RCMP approved methods (approved metal-destruction facility, incineration, emery wheel or disk sander, dry disintegration, pulverizing or smelting).

13. All RCMP supplied storage devices used throughout the duration of this contract must be returned to the RCMP immediately upon contract termination.

Personnel Security

1. All 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. 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.
3. As the supplier and its employees will have access to RCMP Protected and/or Classified information, an RCMP Clearance at the appropriate level is required.
Contractor personnel must submit to verification by the RCMP, prior to being granted access to Protected or Classified information, systems, assets and/or facilities. The RCMP reserves the right to deny access to any of the contractor personnel, at any time.

When the RCMP identifies a requirement for ERS or a security clearance; the Contractor will submit the following to the RCMP:

1. Form TBS 330-23 (LERC version)
2. Form TBS 330-60
3. Form RCMP 1020-1 (Pre Interview)
4. Copy of Birth Certificate and Driver's License
5. 2 Passport size pictures.

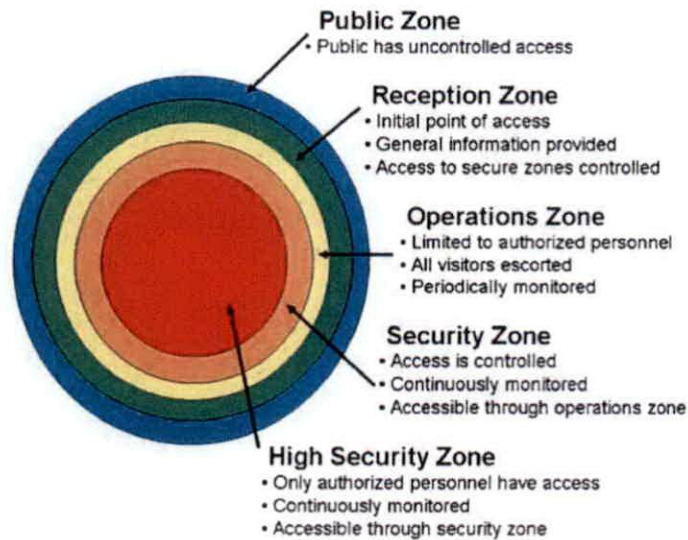
The RCMP:

1. will conduct personnel security screening checks above the Policy on Government Security requirements
2. will conduct a security interview
3. will obtain a set of fingerprints

Appendix A – Security Zone Concept

The *Government Security Policy (Section 10.8 - Access Limitations)* stipulates that “departments must limit access to classified and protected information and other assets to those individuals who have a need to know the information and who have the appropriate security screening level”.

The *Operational Security Standard on Physical Security (Section 6.2 - Hierarchy of Zones)* states that “departments must ensure that access to and safeguards for protected and classified assets are based on a clearly discernable hierarchy of zones”.



Public Zone is where the public has unimpeded access and generally surrounds or forms part of a government facility. Examples: the grounds surrounding a building, or public corridors and elevator lobbies in multiple occupancy buildings.

Reception Zone is where the transition from a public zone to a restricted-access area is demarcated and controlled. It is typically located at the entry to the facility where initial contact between visitors and the department occurs; this can include such spaces as places where services are provided and information is exchanged. Access by visitors may be limited to specific times of the day or for specific reasons.

Operations Zone is an area where access is limited to personnel who work there and to properly-escorted visitors; it must be indicated by a recognizable perimeter and monitored periodically. Examples: typical open office space, or typical electrical room.

Security Zone is an area to which access is limited to authorized personnel and to authorized and properly-escorted visitors; it must be indicated by a recognizable perimeter and monitored continuously, i.e., 24 hours a day and 7 days a week. Example: an area where secret information is processed or stored.

High Security Zone is an area to which access is limited to authorized, appropriately-screened personnel and authorized and properly-escorted visitors; it must be indicated by a perimeter built to the specifications recommended in the TRA, monitored continuously, i.e., 24 hours a day and 7 days a week and be an area to which details of access are recorded and audited. Example: an area where high-value assets are handled by selected personnel.

Access to the zones should be based on the concept of "need to know" and restricting access to protect employees and valuable assets. Refer to [RCMP Guide G1-026, Guide to the Application of Physical Security Zones](#) for more detailed information.



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



Travaux publics et
Services gouvernementaux
Canada

Public Works and
Government Services
Canada

Description and Location of Work	Contract No.
	Project No.

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
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Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
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Additional Insured
Her Majesty the Queen in Right of Canada as represented by the Royal Canadian Mounted Police.

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
Commercial General Liability Umbrella/Excess Liability				\$	\$	\$
				\$	\$	\$
Builder's Risk / Installation Floater				\$		

I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance coverage's stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.

Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)

Telephone number

Signature

Date D / M / Y



CERTIFICATE OF INSURANCE Page 2 of 2

General

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

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

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

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

Commercial General Liability

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

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

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

The policy must have the following minimum limits:

- (a) **\$5,000,000** Each Occurrence Limit;
- (b) **\$10,000,000** General Aggregate Limit per policy year if the policy contains a General Aggregate; and
- (c) **\$5,000,000** Products/Completed Operations Aggregate Limit.

Umbrella or excess liability insurance may be used to achieve the required limits.

Builder's Risk / Installation Floater

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

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

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

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

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