RETURN BIDS TO - RETOURNER LES SOUMISSIONS A:

RCMP-GRC

Bid Receiving/Réception des soumissions

Attn: Brianne Leach

Email: Brianne.Leach@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 ciannexée, 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 Walkway/Par Terrace	_	per	Date : August 15, 2022						
Solicitation No. – N° de l'invitation : 202206291									
Client Reference No No. De Référence du Client : 202206291									
Solicitation	Closes -L'i	invitation	prend	d fin					
at/à:	1400 (2:00		EDT Time	EDT (Eastern Daylight Time) HAE (heure avancée de					
on/le:	August 31	, 2022							
Delivery – L See herein.	ivraison :	Taxes : See here	ein.	Duty - Droits : See herein.					
Destination et services See herein.		ind Servic	es – D	Destinations des biens					
Instructions See herein.	:								
Address En renseignem		Adresser	toute	e demande de					
Brianne Lead Brianne.Lead 343-541-851	ch@rcmp-gr	rc.gc.ca							
Delivery Receingée: See herein.	• • • • • • • • • • • • • • • • • • • •								
Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:									
Telephone No. – No. de téléphone:									
Vendor/Firm	n (type or p signer au n	rint) – Nor iom du foi	n et tit urniss	o sign on behalf of itre de la personne seur/de l'entrepreneur merie) :					
Signature			Date	e					



CONSTRUCTION INVITATION TO TENDER

Solicitation No.: 202206291

Construction: Walkway/Pathway to the Upper Terrace 426 St. Joseph Blvd., Ottawa, Ontario

IMPORTANT NOTICE TO BIDDERS

THIS DOCUMENT CONTAINS SECURITY CLEARANCE

For further instructions please consult "Special Instruction to Bidders", SI11, "Security Clearance Requirements" and "Supplementary Conditions" SC01 "Security Clearance Requirements".

APPROVAL OF ALTERNATIVE MATERIALS

In accordance with R2710T (2022-01-28) GI 15 Approval of Alternative Materials, when materials are specified by trade names or trademarks, or by manufacturers' or suppliers' names, the bid shall be based on use of the named materials. During the solicitation period, alternative materials may be considered provided full technical data is received in writing by the Contracting Officer at least 10 calendar days prior to the solicitation closing date. If the alternative materials are approved for the purposes of the bid, an addendum to the bid documents shall be issued.



TABLE OF CONTENTS

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

- SI01 Bid Documents
- SI02 Enquiries during the Solicitation Period
- SI03 Mandatory Site Visit
- SI04 Submission of Bid
- SI05 Revision of Bid
- SI06 Bid Results
- SI07 Rights of Canada
- SI08 Bid Validity Period
- SI09 Recourse Mechanisms
- SI10 Promotion of Direct Deposit Initiative
- SI11 Security Clearance Requirements
- SI12 Web Sites

R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2022-01-28)

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

https://buyandsell.gc.ca/policy-and-quidelines/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
- GI06 Registry and Pre-qualification of Floating Plant
- GI07 Listing of Subcontractors and Suppliers
- GI08 Bid Security Requirements
- GI09 Submission of Bid
- GI10 Revision of Bid
- GI11 Rejection of Bid
- GI12 Bid Costs
- GI13 Procurement Business Number
- GI14 Compliance with Applicable Laws
- GI15 Approval of Alternative Materials
- GI16 Intentionally left blank
- GI17 Conflict of Interest-Unfair Advantage
- GI18 Code of Conduct for Procurement—bid

CONTRACT DOCUMENTS (CD) SUPPLEMENTARY CONDITIONS (SC)

- SC01 Security Clearance Requirements
- SC02 Insurance Terms
- SC03 Compliance with On-Site Measures, Standing Orders, Policies, and Rules
- **APPENDIX 1 INTEGRITY PROVISIONS**
- **APPENDIX 2 LISTING OF SUBCONTRACTORS**
- ANNEX A BID AND ACCEPTANCE FORM (BA)
- **ANNEX B SPECIFICATIONS**
- **ANNEX C DRAWINGS**
- ANNEX D SECURITY REQUIREMENT CHECK LIST (SRCL) & SECURITY GUIDE
- ANNEX E CERTIFICATE OF INSURANCE

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 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 (2022-01-28), 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).

Solicitation No.: 202206291

- d. Clauses & conditions identified in "Contract Documents" (CD) section;
- e. Drawings and specifications;
- f. Bid and Acceptance Form and other annexes, appendices and attachments; and
- g. Any amendment issued prior to solicitation closing.

Submission of a bid constitutes acknowledgement that the Bidder has read and agrees to be bound by these documents.

 General Instructions - Construction Services - Bid Security Requirements R2710T (2022-01-28) is incorporated by reference and is set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Services and Procurement Canada (PSPC) formerly Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PSPC 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 Services and Procurement Canada or PSPC or 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.

SI02 ENQUIRIES DURING THE SOLICITATION PERIOD

- 1. Enquiries regarding this bid must be submitted by email to the Contracting Authority named on the Invitation to Tender Page 1 at Brianne.Leach@rcmp-grc.gc.ca as early as possible within the solicitation period. Except for the approval of alternative materials as described in GI15 of R2710T, enquiries should be received no later than five (5) working days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer NOT being provided.
- 2. 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.
- 3. 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.

SI03 MANDATORY SITE VISIT

1. There will be a site visit on August 23rd, 2022 at 10:00am. Interested Bidders are to meet at 1426 St. Joseph Blvd, Ottawa, ON.

Solicitation No.: 202206291

- 2. The site visit for this project is MANDATORY. The representative of the Bidder must sign the Site Visit Attendance Sheet at the site visit. **Bids submitted by Bidders who have not signed the attendance sheet will be rejected.**
- 3. <u>Safety Attire</u>: In order to be guaranteed access to the 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.
- 4. <u>Security pre-screening</u>: The names of each individual attending the site visit, along with the name of the firm they represent, should be provided to the Contracting Authority **by Friday, August 19**th, **2022 at 12pm** noon in order to gain access to the site.

SI04 SUBMISSION OF BID

Section GI09 Submission of Bid of R2710T, is amended as follows:

Delete: GI09 Submission of bid in its entirety

Insert: GI09 Submission of bid

- 1. The bid shall be submitted in electronic format.
- 2. The 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 solicitation closing. The Bidder must ensure the subject line of the email identifies the electronic 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 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. Solicitation closing date and time.
- 3. Required appendices and annexes, excluding the BA Form, shall be in PDF format. The Bidder should ensure that the following information is included in the electronic title of each of the appendices and annexes:
 - a. [Bidder to insert title of appendices and annexes];
 - b. Solicitation number: and
 - c. Name of Bidder.
- 4.1. The Bid and Acceptance Form (BA) shall be in PDF format. The Bidder should ensure that the following information is included in the electronic title of the BA Form PDF document(s), and in the body of the BA Form PDF document:
 - a. PRICE;
 - b. Solicitation number; and
 - c. Name of Bidder.

4.2. Bid Security Requirements:

The Bidder should ensure that the following information is included in the electronic title of the bid security:

- a. BID SECURITY;
- b. Solicitation number; and
- c. Name of Bidder.

GI08 Bid security requirements of R2710T, incorporated by reference above, is amended as follow:



GI08 Bid security requirements of R2710T, incorporated by reference above, is amended as follow:

Delete: 2. A bid bond (form <u>PWGSC-TPSGC 504</u>) shall be in an approved form, properly completed, with valid and enforceable signatures and sealed by the approved bonding company whose bonds are acceptable to Canada either at the time of solicitation closing or as identified in Treasury Board Appendix L, <u>Acceptable Bonding Companies</u>.

Insert:

- 2. A bid bond (form <u>PWGSC-TPSGC 504</u>) shall be in an approved form, properly completed, with valid and enforceable signatures and sealed by the approved bonding company whose bonds are acceptable to Canada either at the time of solicitation closing or as identified in Treasury Board Appendix L, <u>Acceptable Bonding Companies</u>.
- A bid bond may be submitted in an electronic format (Electronic Bonding (E-Bond)) if it meets the following criteria:
 - i. The version submitted by the Bidder must be an electronic encrypted file with embedded digital certificate verifiable by Canada with respect to the totality and wholeness of the bond form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company.
 - ii. The version submitted must be viewable, printable and storable in standard electronic file formats compatible with Canada, and in a single file, allowable format pdf.
 - iii. The verification may be conducted by Canada immediately or at any time during the life of the Bond and at the discretion of Canada.
 - iv. The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding Item 2.a.i.
 - v. Submitting copies (non-original, non-verifiable or scanned copy) of signed and sealed bid bond are not acceptable. Failure to submit an original or verifiable bond will render the bid non-compliant. Noncompliant bids will be given no further consideration. A scanned copy of a bond does not constitute a digital bond.
- b. Bonds failing the verification process will NOT be considered valid.
- c. Bonds passing the verification process will be treated as original and authentic.
- 5. Unless otherwise specified in the Special Instructions to Bidders
 - 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.
- 6. Bids sent in hard copy or transmitted by facsimile will not be accepted.
- 7. 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.

SI05 REVISION OF BID

Section GI10 Revision of bid of R2710T, incorporated by reference above, is amended as follows:

Delete: GI10 Revision of bid in its entirety

Insert:

- 1. An electronic bid submitted in accordance with these instructions may be revised by submitting new electronic bid 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 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. Revision of bids transmitted by facsimile will not be accepted.

Royal Canadian Gendarmerie royale Solicitation No.: 202206291

6. 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).

SI06 BID RESULTS

- 1. There will be no public opening at bid submission time.
- 2. The responsive bid with the lowest price will be recommended for contract award.
- 3. 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 Bidders. If Canada requests price support, it may be requested from one or more of the responsive Bidders. The 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 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 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 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 Bidder does not substantiate the fees proposed, the bid will be considered non-responsive and will receive no further consideration.
- 4. Following solicitation closing, the Bidder with the lowest price will be notified. Following contract award, the remaining Bidders will be sent the results of their bid submissions.

SI07 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.

SI08 BID VALIDITY PERIOD

- 1. Canada reserves the right to seek an extension to the bid validity period prescribed in BA04 of the 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 bids, then Canada will continue immediately with the evaluation of the 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 bids then Canada will, at its sole discretion, either

a. continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or

Solicitation No.: 202206291

- cancel the invitation to tender.
- 4. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI11 of R2710T.

SI09 RECOURSE MECHANISMS

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

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

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

SI10 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

SI11 SECURITY CLEARANCE 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.

SI12 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

Royal Canadian Gendarmerie royale Solicitation No.: 202206291

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 PWGWSC-TPSGC 506) http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf

Standard Acquisition Clauses and Conditions (SACC) Manual https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R

PSPC, Code of Conduct for Procurement https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/cca-ccp-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 other required annexes, appendices and attachments;
 - c. Drawings and specifications;
 - d. General Conditions and clauses, as amended, identified as:

GC1*	General Provisions – Construction Services	R2810D	(2022-01-28);
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	R2880D	(2019-11-28);
GC9*	Contract Security	R2890D	(2018-06-21);
GC10	Insurance	R2900D	(2008-05-12);

^{*}R2810D (2022-01-28): Subsection GC1.22 Performance-evaluation: Contract, incorporated by reference above, is amended as follows:

Delete: in its entirety

Insert: GC1.22 Intentionally left blank.

*R2890D (2018-06-21): Subsection GC9.2. Types and Amounts of Contract Security, incorporated by reference above. is amended as follows:

Delete: subsection 2 in its entirety

Insert:

2. A performance bond (form <u>PWGSC-TPSGC 505</u>) and a labour and material payment bond (form <u>PWGSC-TPSGC 506</u>) referred to in subparagraph 1)(a) of GC9.2 shall be in a form and be issued by a bonding or surety company (see Treasury Board Appendix L, <u>Acceptable Bonding Companies</u>) that is approved by Canada. They can be in the form of Signed and Sealed paper version OR electronic digital version.

Electronic digital versions must meet the following;

- a. A performance bond and a labour and material payment bond may be submitted in an electronic or digital format if it meets the following criteria:
 - i. The versions submitted by the Contractor must be verifiable by Canada with respect to the totality and wholeness of the bonds form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company.
 - ii. The versions submitted must be viewable, printable and storable in standard electronic file formats compatible with Canada, and in a single file. Allowable formats include pdf.
 - iii. The verification may be conducted by Canada immediately or at any time during the life of the bonds and at the discretion of Canada with no requirement for passwords or fees.
 - iv. The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding Item a.i.
- b. Bonds failing the verification process will NOT be considered to be valid.
- e. Supplementary Conditions
- f. Any amendment issued or any allowable 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; and
- h. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.

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 Services and Procurement Canada (PSPC) formerly Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PSPC Web site: https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual

Solicitation No.: 202206291

Revision to Departmental Name: As this contract is issued by the Royal Canadian Mounted Police (RCMP), any reference to Public Services and Procurement Canada or PSPC or 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 (1) electronic and one (1) paper copy of the sealed and signed drawings, the specifications and any addenda issued during the solicitation period. Obtaining more copies, including costs of the copies, will be the responsibility of the Contractor.

4. Procurement Ombudsman

4.1 Dispute Resolution Services

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the contract, 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 https://.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 https://.opo-boa.gc.ca.



5. Authorities
5.1 Contracting Authority
The Contracting Authority for the contract is: [To be confirmed at contract award]
Name: Title: Organization: RCMP – Procurement and Contracting Branch Address:
Telephone: Email address:
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:



Royal Canadian Gendarmerie royale Solicitation No.: 202206291

SUPPLEMENTARY CONDITIONS (SC)

SC01 SECURITY CLEARANCE 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:

- 1.1 The Contractor's personnel are required to be security cleared at the level of **Facility Access II (FA2)** 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

- 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 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 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.

SC03 COMPLIANCE WITH ON-SITE MEASURES, STANDING ORDERS, POLICIES, AND RULES

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

APPENDIX 1 - 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.

- a. **List of names:** All suppliers, regardless of their status under the policy, must submit the following information when participating in a procurement processor real property transaction:
 - i. suppliers that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
 - ii. suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
 - iii. suppliers that are a partnership do not need to provide a list of names.

If the list of names has not been received in a procurement process or real property transaction by the time the evaluation of bids or offers is completed, or has not been received in a procurement process or real property transaction where no bid/offer will be submitted, the Contracting Authority will inform the supplier of a time within which to provide the information. Providing the required names is a mandatory requirement for award of a contract or real property agreement. Failure to provide the list of names within the time specified will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement.

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

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

APPENDIX 2 - LISTING OF SUBCONTRACTORS

- 1. In accordance with Gl07 Listing of Subcontractors and Suppliers of R2710T- General Instructions Construction Services Bid Security Requirements, the Bidder should provide a list of subcontractors with its bid.
- 2. The Bidder should submit the list of subcontractors for any portion of the Work valued at 20% or greater of the submitted bid price.

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

ANNEX A - BID AND ACCEPTANCE FORM (BA)

1. NOTES TO BIDDERS:

a. 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.

Solicitation No.: 202206291

b. 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.

2. **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.

3. 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.

BA01 IDENTIFICATION

Construction - TPOF Walkway, Ottawa

BA02 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:	
Email Address of 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);
excluding Applicable Taxes.)	

BA04 BID VALIDITY PERIOD

The 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 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 by March 31, 2023 from the date of contract award.



BA07 BID SECURITY

The Bidder must enclose bid security with its bid in accordance with GI08 - Bid Security Requirements of R2710T - General Instructions - Construction Services - Bid Security Requirements, as amended in SI04 Submission of Bid.

BA08 SIGNATURE	
	of Bidder (Type or print) , the bid must be signed by all the members of the joint venture or o act on behalf of all members of the joint venture or partnership.
Signature	Date

ANNEX B - SPECIFICATIONS

All specifications are included as separate documents.

ANNEX C - DRAWINGS

All drawings are included as separated documents.

ANNEX D - SECURITY REQUIREMENT CHECK LIST (SRCL) & SECURITY GUIDE

Clear Data - Effacer les don	nées SRCL101447								
Government Gouvernement of Canada du Canada	Contract Number / Numéro du contrat								
English Instructions Instructions français	Security Classification / Classification de sécurité Unclassified / non-classifiée								
SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)									

		N CONTRACTUELLE	S A LA SECO	KITE (LVEKS)	
 PART A - CONTRACT INFORMATION / PARTIE / Originating Government Department or Organiz. 		IN CONTRACTUELLE	2. Branch or Di	irectorate / Direction ge	enérale ou Direction
Ministère ou organisme gouvernemental d'origin			CM&C / SIPM / National P		
RCMP		I 2 b) None and Address			-
a) Subcontract Number / Numéro du contrat de	sous-traitance	b) Name and Addres	is of Subcontract	or / Nom et adresse du	sous-traitant
4. Brief Description of Work - Brève description du	ravail				
Construction of new multi use pathway from t Building B).	he Lower Terra	oce (outside of west sid	e Building 405)	to the upper terrace	(intersection
 a) Will the supplier require access to Controlled Le fournisseur aura-t-il accès à des marchan 	Goods? dises contrôlées?	,			✓ No Yes Oui
 b) Will the supplier require access to unclassifie Regulations? Le fournisseur aura-t-il accès à des données Règlement sur le contrôle des données techn 		No Yes Oui			
6. Indicate the type of access required - Indiquer le	type d'accès req	quis			
a) Will the supplier and its employees require as Le fournisseur ainsi que les employés auront (Specify the level of access using the chart in (Préciser le niveau d'accès en utilisant le tabl	-ils accès à des r 1 Question 7. c)	enseignements ou à des) information or a biens PROTÉGE	ssets? S et/ou CLASSIFIÉS?	No Yes Non Oui
b) Will the supplier and its employees (e.g. clea No access to PROTECTED and/or CLASSIF Le fournisseur et ses employes (p.ex. nettoy L'accès à des renseignements ou à des bien	eurs, personnel d s PROTEGÉS et	'entretien) auront-ils accè /ou CLASSIFIES n'est pa	ss to restricted a s à des zones d'a s autorisé.	ccess areas? ccès restreintes?	No Ves Non Ves Oui
S'agit-il d'un contrat de messagerie ou de livr	aison commercia	les sans entreposage de			V No Yes Oui
a) Indicate the type of information that the supplement	ier will be require	d to access / Indiquer le t	ype d'information	auquel le fournisseur	devra avoir accès
Canada		TO / OTAN		Foreign / Étranger	
7. b) Release restrictions / Restrictions relatives à	la diffusion				
No release restrictions Aucune restriction relative à la diffusion	All NATO count Tous les pays d		Aucu	lease restrictions ne restriction relative iffusion	
Not releasable A ne pas diffuser					
Restricted to: / Limité à :	Restricted to: /	Limité à :	Restr	icted to: / Limité à :	
Specify country(ies): / Préciser le(s) pays :	Specify country	(ies): / Préciser le(s) pays	: Speci	ify country(ies): / Précis	ser le(s) pays :
7. c) Level of information / Niveau d'information					
PROTECTED A PROTEGÉ A	NATO UNCLAS NATO NON CL			TECTED A TÉGÉ A	
PROTECTED B PROTEGÉ B	NATO RESTRI NATO DIFFUSI	CTED ION RESTREINTE		TECTED B TÉGÉ B	
PROTECTED C PROTEGÉ C	NATO CONFID NATO CONFID			TECTED C TÉGÉ C	
CONFIDENTIAL CONFIDENTIAL	NATO SECRET			FIDENTIAL FIDENTIEL	
SECRET	COSMIC TOP S	SECRET	SECF SECF	RET RET	
TOP SECRET TRÈS SECRET			TRÈS	SECRET SECRET	
TOP SECRET (SIGINT) TRES SECRET (SIGINT)				SECRET (SIGINT) S SECRET (SIGINT)	

Security Classification / Classification de sécurité
TBS/SCT 350-103 (2004/12)

Canadä^{*}

Canadian Gendarmerie royale Solicitation No.: 202206291

PART A (continued) / PARTIE A (suite)			
8. Will the supplier require access to PROT	eignements ou à des biens COMSEC	C information or assets? désignés PROTÉGÉS et/ou CLASSIFIÉS:	? No Yes Oui
Will the supplier require access to extrem Le fournisseur aura-t-il accès à des rense	nely sensitive INFOSEC information or eignements ou à des biens INFOSEC	assets: de nature extrêmement délicate?	✓ No Yes Non Oui
Short Title(s) of material / Titre(s) abrégé	(s) du matériel :		
Document Number / Numéro du docume	nt:		
PART B - PERSONNEL (SUPPLIER) / PAR			
10. a) Personnel security screening level req		·	
RELIABILITY STATUS COTE DE FIABILITÉ	CONFIDENTIAL CONFIDENTIEL	SECRET SECRET	TOP SECRET TRÊS SECRET
TOP SECRET - SIGINT TRÊS SECRET - SIGINT	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET NATO SECRET	COSMIC TOP SECRET COSMIC TRÊS SECRET
SITE ACCESS ACCÉS AUX EMPLACEMENTS			
Special comments: Commentaires spéciaux : Facilit	y Access II with escort - Accès	aux installations II avec escorte	
NOTE: If multiple levels of screenin REMARQUE : Si plusieurs niveaux o	ng are identified, a Security Classificat de contrôle de sécurité sont requis, un	ion Guide must be provided. guide de classification de la sécurité doit é	être foumi.
10. b) May unscreened personnel be used for Du personnel sans autorisation sécuri	or portions of the work? taire peut-il se voir confier des parties	du travail?	No Yes
If Yes, will unscreened personnel be e			No Yes
Dans l'affirmative, le personnel en que	estion sera-t-il escorté?		Non Oui
PART C - SAFEGUARDS (SUPPLIER) / PA	ARTIE C - MESURES DE PROTECTION	ON (FOURNISSEUR)	
INFORMATION / ASSETS / RENSEIGNEI	MENTS / BIENS		
11. a) Will the supplier be required to receive premises?	and store PROTECTED and/or CLA		▼ Non Oui
Will the supplier be required to receive premises? Le fournisseur sera-t-il tenu de recevo CLASSIFIES?	e and store PROTECTED and/or CLA ir et d'entreposer sur place des rense	SSIFIED information or assets on its site o ignements ou des biens PROTÉGÉS et/ou	▼ Non Oui
11. a) Will the supplier be required to receive premises?	e and store PROTECTED and/or CLA: ir et d'entreposer sur place des rense ard COMSEC information or assets?	ignements ou des biens PROTÉGÉS et/ou	▼ Non Oui
11. a) Will the supplier be required to receive premises? Le fournisseur sera-t-il tenu de recevo CLASSIFIES? 11. b) Will the supplier be required to safegu	e and store PROTECTED and/or CLA: ir et d'entreposer sur place des rense ard COMSEC information or assets?	ignements ou des biens PROTÉGÉS et/ou	V Non L Oui
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11. a) Will the supplier be required to receive premises? Le fournisseur sera-t-il tenu de recevo CLASSIFIES? 11. b) Will the supplier be required to safegu Le fournisseur sera-t-il tenu de proteg PRODUCTION 11. c) Will the production (manufacture, and equipment occur at the supplier's site	e and store PROTECTED and/or CLA: ir et d'entreposer sur place des rense ard COMSEC information or assets? er des renseignements ou des biens (/or repair and/or modification) of PRO or premises?	ignements ou des biens PROTÉGÉS et/ou	Non ☐ Oui No ☐ Yes Non ☐ Oui No ☐ Yes Non ☐ Yes Oui
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Page **23** of **27**



Government Gouvernement du Canada

Solicitation No.: 202206291

5KCL10144/

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

PART C (continued) I																
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 Intenet), 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 récapitulaif.																
					SUMMA	IRY CH/	ART / TABL	EAU RÉCAP	ITULAT	1F						
Category Catégorie		OTEC ROTÉ			ASSIFIED ASSIFIÉ	1		NATO						COMSEC		
	Α	В	С	Confidential Confidential	Secret	Top Secret	NATO Restricted	NATO Confidential	NATO Secret	COSMIC Top Secret		rotect Protég		Confidential Confidential	Secret	Top Secret
				Compense		Très Secret	NATO Diffusion Restreinte	NATO Confidentiel		COSMIC Très Secret	Α	В	С	Compense		Très Secret
Information / Assets Renseignements / Biens																
Production																
IT Media Support Ti																
IT Unk Uen électronique																
La description du If Yes, classify t	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 PROTEGÉ et/ou CLASSIFIÉE? If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".															
Dans l'affirmativ	re, cla	ssifi	er le p	présent form	ulaire e	n indiqu	ant le nive	au de sécuri	té dans	la case ir	ntitul	ée.				
12. b) Will the documer La documentatio	it attac n asso	ched o	to this à la p	s SRCL be Pf présente LVE	ROTECT RS sera	ED and/ -t-elle PF	or CLASSIF ROTEGÉE e	IED? t/ou CLASSII	FIÉE?					✓	No Non	Yes Oui
If Yes, classify t attachments (e. Dans l'affirmati de sécurité » au	g. SEC ve, cla	CRET	l with er le p	n Attachment présent form	ts). nulaire e	en indiqu	uant le nive	au de sécuri	té dans	la case ii	ntitul	ée «	Class	sification		

Security Guide

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

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).

Solicitation No.: 202206291

- 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.
- 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.
- 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.



ANNEX E - CERTIFICATE OF INSURANCE (Not required at solicitation closing)

Page 1 of 2

	Vorks and ment Services					
Description and Location of World						Contract No.
						Project No.
Name of Insurer, Broker or Agen	ent Address (No., Street)		City	Province Postal Code		
Name of Insured (Contractor)	ed (Contractor) Address (No., Street)		City	Province Postal Co		Postal Code
Additional Insured						
Was Maria to the Course in Bight of Course in State						
Her Majesty the Queen in Right of Canada as represented by the Royal Canadian Mounted Police						
Type of Insurance	Insurer Name	Inception	Expiry Date			
	and Policy Number D / M		D/M/Y	Limits of Liability		
				Per Occurrence	Annual General	Completed Operations
Commercial General				Occurrence	Aggregate	Aggregate
Liability				\$	\$	\$
Umbrella/Excess Liability				,		,
Liubility				\$	\$	\$
Builder's Risk /				\$		
Installation Floater				Ψ		
Insert other type of				\$		
insurance as required				¥		
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

Solicitation No.: 202206291

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).

Contractors Pollution Liability

The policy must have a limit usual for a contract of this nature, but not less than \$1,000,000 per incident or occurrence and in the aggregate.

Aviation Liability

The insurance coverage shall Include Bodily Injury (including passenger Bodily Injury) and Property Damage, in an amount of not less than \$5,000,000 per incident or occurrence and in the aggregate.

Marine Liability

The insurance coverage must be provided by a Protection & Indemnity (P&I) insurance policy and must include excess collision liability and pollution liability.

The insurance must be placed with a member of the International Group of Protection & Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the *Marine Liability Act*, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by the statutory requirements of the Territory or Province having jurisdiction over such employees.

The policy must waive all rights of subrogation against Canada as represented by Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.

Other types of Insurance

To be inserted below according to specifics of project.

Use separate page if needed.