#### **RETURN BIDS TO - RETOURNER LES SOUMISSIONS A:**

#### **RCMP-GRC**

Bid Receiving/Réception des soumissions

Email: E\_Pacific\_Bids@rcmp-grc.gc.ca Attn: Kathleen Nillas and Beverly Martin

#### **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

Solicitation No. – N° de l'invitation :  202401236/A  Client Reference No No. De Référence du Client :  M2989-3-0123  Solicitation Closes –L'invitation prend fin  at/à:  2:00 p.m. PDT(Pacific Daylight Time) HAP (heure avancée du Pacifique)  on/le:  Delivery – Livraison : See herein.  Destination of Goods and Services – Destinations des biens et services : See herein.		
Solicitation Closes –L'invitation prend fin at/à:  2:00 p.m. PDT(Pacific Daylight Time) HAP (heure avancée du Pacifique)  on/le:  2023-11-10  Pelivery – Livraison : See herein.  See herein. See herein.  Destination of Goods and Services – Destinations des biens et services :		
at/à:  2:00 p.m. PDT(Pacific Daylight Time) HAP (heure avancée du Pacifique)  on/le: 2023-11-10  Delivery – Livraison : See herein. See herein.  Destination of Goods and Services – Destinations des biens et services :		
Delivery – Livraison : See herein.  Destination of Goods and Services – Destinations desbiens et services :  HAP (heure avancée du Pacifique)  Duty – Droits : See herein.  See herein.		
Delivery – Livraison : See herein.  Destination of Goods and Services – Destinations desbiens et services :		
See herein. See herein. See herein.  Destination of Goods and Services - Destinations des biens et services :		
biens et services :		
Instructions :		
See herein.		
Address Enquiries to - Adresser toute demande de renseignements à :		
Kathleen Nillas		
Procurement and Contracting Unit		
Kathleen.nillas@rcmp-grc.gc.ca		
Telephone No. – No. de téléphone:		
778-290-2981		
Delivery Required - Livraison Delivery Offered - Livraison propose:		
exigée: Livraison propose: See herein.		
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		

Date:

Title-Sujet:





#### CONSTRUCTION INVITATION TO TENDER

RCMP Kelowna Detachment Construction for Expansion Kelowna, BC

### 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 SECURITY CLEARANCE AND DOCUMENT SAFEGUARDING REQUIREMENTS

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

#### APPROVAL OF ALTERNATIVE MATERIALS (APPLICABLE TO PHASE TWO)

In accordance with R2710T (2022-12-01) 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 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.

Solicitation No.: 202401236/A



#### **TABLE OF CONTENTS**

#### SPECIAL INSTRUCTIONS TO BIDDERS (SI)

- SI01 Introduction
- SI02 Bid Documents
- SI03 Enquiries during the Solicitation Period
- SI04 Mandatory Site Visit
- SI05 Submission of Bid
- SI06 Revision of Bid
- SI07 Opening of Bids / Evaluation
- SI08 Completion of Submission
- SI09 Rights of Canada
- SI10 Debriefings
- SI11 Bid Validity Period
- SI12 Recourse Mechanisms
- SI13 Promotion of Direct Deposit Initiative
- SI14 Security Clearance Requirements
- SI15 Web Sites

## R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2022-12-01)

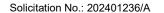
The following GI's are included by reference and are available at the following Web Site

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

- GI01 Integrity Provisions Bid
- 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 PHASE ONE QUALIFICATION FORM**
- **APPENDIX 2 PHASE TWO INTEGRITY PROVISIONS**
- **APPENDIX 3 PHASE TWO LISTING OF SUBCONTRACTORS**
- ANNEX A PHASE TWO BID AND ACCEPTANCE FORM (BA)
- **ANNEX B PHASE TWO SPECIFICATIONS**
- **ANNEX C PHASE TWO DRAWINGS**
- ANNEX D SECURITY REQUIREMENT CHECK LIST (SRCL) ) & SECURITY GUIDE
- ANNEX E PHASE TWO CERTIFICATE OF INSURANCE





## **SPECIAL INSTRUCTIONS TO BIDDERS (SI)**

#### SI01 INTRODUCTION

- 1. The Royal Canadian Mounted Police (RCMP) intends to retain a Contractor to provide construction services for tenant improvements in Kelowna, BC. The location of the project is Suite 140, 160 & 170 395 Penno Road, Kelowna, BC. The project consists of tenant improvements of an office to meet the RCMP's program requirements. Work of this Contract is restricted to Work within property lines of the site and generally within the tenant space but may require access and work in other areas of the building to facilitate all Work required by the Contract Documents, both within and outside the tenant space.
- 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 (2022-12-01), 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 other Phase Two annexes, 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.

 General Instructions - Construction Services - Bid Security Requirements R2710T (2022-12-01) 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 PWGSC Web site: <a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R</a>

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.





#### 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 **kathleen.nillas@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 **kathleen.nillas@rcmp-grc.gc.ca** as early as possible within the Phase Two solicitation period. Except for the approval of alternative materials (applicable to Phase Two) as described in GI15 of R2710T enquiries should be received no later than 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 MANDATORY 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 MANDATORY. The representative of the Bidder must sign the Site Visit Attendance Sheet at the site visit. Phase Two bids submitted by Phase Two **Bidders who have not signed** the attendance sheet will be rejected.
- 3. <u>Safety Attire:</u> 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.
- 4. <u>Security pre-screening:</u> 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 GI09 Submission of bid of R2710T, incorporated by reference above, is amended as follows:

Delete: GI09 Submission of bid in its entirety

Insert: GI09 Submission of bid

#### A. Phase One submission of bid

1. The Phase One electronic bid shall be submitted in electronic format.



- 2. The Phase One electronic bid shall be submitted by email only to **E\_Pacific\_Bids@rcmp-grc.gc.ca.**. 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 **E\_Pacific\_Bids@rcmp-grc.gc.ca** 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 electronic format.
- 2. The Phase Two electronic bid shall be submitted by email only to **E\_Pacific\_Bids@rcmp-grc.gc.ca**. 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. Phase Two required appendices and annexes, excluding the Phase Two 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 Phase Two appendices and annexes:
  - a. PHASE TWO [Bidder to insert title of appendices and annexes];
  - b. Solicitation number; and
  - c. Name of Bidder.
- 4. The Phase Two 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 Phase Two BA Form 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.
- 4.1. Bid Security Requirements:

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

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

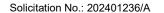
GI08 Bid security requirements of R2710T, incorporated by reference above, is amended as follow:

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, Acceptable Bonding Companies.

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. 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. Non-compliant 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 **E\_Pacific\_Bids@rcmp-grc.gc.ca** 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 Revision of bid of R2710T, incorporated by reference above, is amended as follows:

Delete: GI10 Revision of bid in its entirety

Insert:

- 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 E\_Pacific\_Bids@rcmp-grc.gc.ca, 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 **E\_Pacific\_Bids@rcmp-grc.gc.ca** 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.
- 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).

#### SI07 OPENING OF BIDS / EVALUATION

- 1. There will be no public opening at Phase One or Phase Two bid submission time.
- 2. Phase One Qualifications will be opened privately. Requirements will be evaluated on a <u>pass or fail basis</u>. Failure to meet any or all of the Phase One mandatory requirement(s) will render the Phase One bid non-responsive and no further consideration will be given to the Phase One bid.
- 3. The responsive Phase One Bidders will be advised of their competitive standing, sent the Phase Two documentation, and have the opportunity to decide whether or not to continue their participation by submitting a Phase Two bid.
- 4. Phase Two Price Submittals will be evaluated against the Phase Two mandatory requirements, failure to comply with any or all of the Phase Two mandatory requirement(s) will render the Phase Two bid non-responsive and no further consideration will be given to the Phase Two bid.
- 5. The responsive Phase Two bid with the lowest price will be recommended for contract award.
- 6. Price Support
  - a. Canada may, but will have no obligation to, request price support for any fees proposed (lump sum fees, unit prices, etc.) when there are less than 3 responsive Phase Two Bidders. If Canada requests price support, it may be requested from one or more of the responsive Phase Two Bidders. The Phase Two Bidder must provide, at Canada's request, one or more of the following price support documents, if applicable:
    - i. Copies of paid invoices for the like quality and quantity of the goods, services or both sold to other customers within 2 years prior to the Phase Two bid solicitation issuance date; or





- ii. A price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, profit, etc.; or
- iii. Price or rate certifications; or
- iv. Any other supporting documentation as requested by Canada.
- b. Once Canada requests price support for the fees proposed, it is the sole responsibility of the Phase Two Bidder to submit information (as described above and as otherwise may be requested by Canada) that will allow Canada to determine whether it can rely, with confidence, on the Phase Two Bidder's ability to provide the required services at the fees proposed. Where Canada determines, at its sole discretion, that the information provided by the Phase Two Bidder does not substantiate the fees proposed, the Phase Two bid will be considered non-responsive and will receive no further consideration.
- 7. Following Phase One solicitation closing, all Phase One Bidders will be notified of the results of their Phase One bid submissions. Only responsive Phase One Bidders will be invited to bid on Phase Two.
- 8. Following Phase Two solicitation closing, the Phase Two Bidder with the lowest price will be notified. Following contract award, the remaining Phase Two Bidders will be sent the results of their Phase Two bid submissions.

#### SI08 COMPLETION OF SUBMISSION

The Bidder shall base the Phase One and Phase Two bids on the applicable Bid Documents listed in the Special Instructions to Bidders. It is the responsibility of the Bidder to obtain clarification on any terms, conditions or technical requirements contained in this document, and for responsive Phase One Bidders the subsequent Phase Two documents.

#### SI09 RIGHTS OF CANADA

Canada reserves the right to:

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

There is no bid validity period for Phase One of the solicitation process.

#### B. Phase Two

- 1. Canada reserves the right to seek an extension to the Phase Two bid validity period prescribed in BA04 of the Phase Two Bid and Acceptance Form. Upon notification in writing from Canada, Bidders will have the option to either accept or reject the proposed extension.
- 2. If the extension referred to in paragraph 1. above is accepted, in writing, by all those who submitted Phase Two bids, then Canada will continue immediately with the evaluation of the Phase Two bids and its approvals processes.
- 3. If the extension referred to in paragraph 1. above is not accepted in writing by all those who submitted Phase Two bids then Canada will, at its sole discretion, either
  - continue to evaluate the Phase Two bids of those who have accepted the proposed extension and seek the necessary approvals; or
  - b. cancel the solicitation.
- 4. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI11 of R2710T.

#### SI12 RECOURSE MECHANISMS

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

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

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: <a href="mailto:corporate">corporate</a> accounting@rcmp-grc.gc.ca

#### SI14 SECURITY CLEARANCE

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



a. The successful Bidder's personnel, as well as any subcontractor and its personnel, who are required to perform any part of the Work pursuant to the subsequent contract must meet the mandatory security requirement as indicated in section SC01 of the Supplementary Conditions. Individuals who do not have the required level of security will not be allowed on site. It is the responsibility of the successful Bidder to ensure that the security requirements are met throughout the performance of the contract. Canada will not be held liable or accountable for any delays or additional costs associated with the successful Bidder's non-compliance with the mandatory security requirement.

#### SI15 WEB SITES

The connection to some of the Web sites in the solicitation documents is established by the use of hyperlinks. The following is a list of the addresses of the Web sites:

Treasury Board Appendix L, Acceptable Bonding Companies <a href="http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&section=text#appl">http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&section=text#appl</a>

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 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:
  - 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	(2022-12-01);
GC2	Administration of the Contract	R2820D	(2016-01-28);
GC3	Execution and Control of the Work	R2830D	(2019-11-28);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2850D	(2019-11-28);
GC6	Delays and Changes in the Work	R2865D	(2019-05-30);
Allowab	le Costs for Contract Changes Under GC6.4.1	R2950D	(2015-02-25);
GC7	Default, Suspension or Termination of Contract	R2870D	(2018-06-21);
GC8	Dispute Resolution	R2882D	(2019-11-28);
GC9*	Contract Security	R2890D	(2022-12-01);
GC10	Insurance	R2900D	(2008-05-12);

<sup>\*</sup>R2810D (2022-12-01): Subsection GC1.22 Performance-evaluation: Contract, incorporated by reference above, is amended as follows:

Delete: in its entirety

Insert: GC1.22 Intentionally left blank.

Delete: subsection 2 in its entirety

Insert:

 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</u> <u>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 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; and

<sup>\*</sup>R2890D (2022-12-01): Subsection GC9.2. Types and Amounts of Contract Security, incorporated by reference above, is amended as follows:





- 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: <a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</a>

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

- 4. Procurement Ombudsman
- 4.1 Dispute Resolution Services

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the contract, 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 <a href="mailto:boa.opo@boa-opo.gc.ca">boa.opo@boa-opo.gc.ca</a>, or by web at <a href="https://opo-boa.gc.ca">https://opo-boa.gc.ca</a>.

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 <a href="https://opo-boa.gc.ca">https://opo-boa.gc.ca</a>.

#### 5. Authorities

#### 5.1 Contracting Authority

The Contracting Authority for the contract is:

Name: Kathleen Nillas Title: Procurement Officer

Organization: RCMP – Procurement and Contracting Branch Address: 14200 Green Timbers Way, Surrey, BC V3T 6P3



Solicitation No.: 202401236/A

Telephone: 778-290-2981

Email address: kathleen.nillas@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.

of the contract based on verbal of written requests of 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 CLEARANCE REQUIREMENTS & SECURITY GUIDE

- 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 RCMP security clearance listed below as verified by the Personnel Security Unit (PSU) of the Royal Canadian Mounted Police (RCMP).
  - 1. Must be in consultation with DSS Physical Security, SED Security Coordinator, PTSS and Shared Services for all phases of the project
  - 2. Architects, Design Team, Project Managers RCMP ERS Clearance required
  - 3. Sub Contractors in a vacant building with no RCMP assets inside No clearance required
  - 4. Sub Contractors entering an Operational zone or a RCMP occupied building FA02 Clearance is required
  - 5. Drawings must be sanitized for Sub Contractors

#### **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.

#### 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.



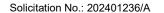
### **APPENDIX 1 – PHASE ONE QUALIFICATION FORM**

#### **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:	

#### 1. 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.

#### 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;
  - 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.

#### 4. MANDATORY REQUIREMENTS

At Phase One bid closing time, the Bidder must:

a. comply with the following Mandatory Requirements; and



b. provide the necessary documentation to support compliance.

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

#	Mandatory Requirements	MET (Yes/No)
M1	The Bidder must have recently completed at least 2 separate construction projects, each project must meet the following requirements:  1. The construction was completed within the last 5 years; and 2. The construction was for a law enforcement, government or *institutional building 800 square meters or greater; and 3. The construction value was equal to or greater than \$5,000,000.00.  *An institutional building refers to a structure that fulfils a role related to healthcare (hospital or medical clinic, seniors living unit), education (school or university), recreation (athletic centre, public pool complex or arena) or public works (town hall, fire station, police station or detention centre).  Bidder Instructions: Bidder to demonstrate the above Mandatory Requirements are met by submitting 2 separate reference projects using Reference Project 1 and Reference Project 2 tables below. If the Bidder is a joint venture or partnership the Bidder must submit 2 separate reference projects per joint venture member or partner (reference sections 1, 2, 3 & 4 of this appendix).	

REFERENCE PROJECT 1:				
A. Bid	A. Bidder name (or joint venture/partnership member names):			
B. Pro	ect Start Date:	C. Project Completion Date:		
D. Dro	est Lassian.			
D. Proj	ect Location:			
E. Proj	ect Title:			
F Brie	f Description of the Project: (i.e.: cost, scope, siz	e distinguishing characteristics strat	egy of mana	ning cost
	ns/delays/changes, etc.)	o, dictinguishing characteriotics, char	ogy of mana,	g.i.ig 000t
G Pro	ject Components:			
1.	Was the construction completed within the last 5 y	lears: and		M. 🗖
2.	Was the construction for:	rears, and	Yes 🗆	No 🗆
۷.			<del></del>	T
	i. a law enforcement building 800 square m		Yes □	No □
	ii. a government building 800 square meters	or greater; or	Yes □	No □
	iii. *an institutional building 800 square mete of institutional building in M1); and	rs or greater (reference description	Yes □	No □
3.	Was the construction value equal to or greater tha	ın \$5,000,000.00.	Yes □	No □



REFERENCE PROJECT 2:				
A. Bidder name (or joint venture/partnership member names):				
B. Project Start Date:	C. Project Completion Date:			
D. Project Location:				
E. Project Title:				
<b>F. Brief Description of the Project:</b> (i.e.: cost, scope, size, distinguishing characteristics, strategy of managing cost overruns/delays/changes, etc.)				
G. Project Components:				
Was the construction completed within the last 5 years.	ears; and	Yes □	No 🗆	
Was the construction for:				
i. a law enforcement building 800 square me	ters or greater; or	Yes □	No 🗆	
ii. a government building 800 square meters	or greater; or	Yes □	No 🗆	
iii. *an institutional building 800 square meters of institutional building in M1); and	,	Yes 🗆	No 🗆	
3. Was the construction value equal to or greater than	n \$5,000,000.00.	Yes □	No 🗆	



#### **APPENDIX 2 – PHASE TWO INTEGRITY PROVISIONS**

(Text copied from the Ineligibility and Suspension Policy <a href="http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html">http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html</a> with an effective date of (2016-04-04) (reference section 2 of the online policy)).

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

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

b	. During the evaluation of bids or offers, a supplier must, within 10 working days, inform the Contracting Authority in writing of any changes affecting the list of names submitted further to section 17(a).
	<del></del>
	<del></del>
	<del></del>



## **APPENDIX 3 – PHASE TWO LISTING OF SUBCONTRACTORS**

- 1. In accordance with GI07 Listing of Subcontractors and Suppliers of R2710T- General Instructions Construction Services Bid Security Requirements, the Bidder should provide a list of subcontractors with its Phase Two bid.
- 2. The Bidder should submit the list of subcontractors for any portion of the Work valued at 20% or greater of the submitted Phase Two bid price.

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



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

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

#### **BIDDER INSTRUCTIONS:**

Refer to Appendix 1 – Phase One Qualification Form for:

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

#### **BA01 IDENTIFICATION**

Kelowna Penno Road - Expansion Construction

#### 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 Documents for the Total Bid Amount of		
\$	(including mark-up, overhead & profit (on all Work including mark-up, overhead & profit on any cash allowances); excluding net cost of any applicable cash allowances and excluding Applicable Taxes.)	

### Cash Allowances (not included in the Total Bid Amount)

The following outlines the unit of measurement of the cash allowance items as indicated in the Specification documents: In accordance with **Section 01 21 13 Cash Allowances**, the cash allowances are at cost (net cost) without allowance for mark-up or overhead or profit, and must be supported by invoices/receipts. All costs less than the estimated cash allowance amounts will be addressed as a credit change order to the contract. Mark-up, overhead and/or profit on cash allowances must be included in the Lump Sum.



	ITEM	CASH ALLOWANCE (excluding mark-up, overhead & profit and excluding Applicable Taxes)
1.	Telus, Shaw and Other service connections and upgrades	\$10,000.00
2.	Unforeseen discovered existing conditions requiring remedial work	\$15,000.00
3.	Move Services	\$25,000.00
4.	Temporary Site Office	\$150,000.00

#### **BA04 BID VALIDITY PERIOD**

The Phase Two bid must not be withdrawn for a period of 60 calendar days following the date of solicitation closing.

#### **BA05 ACCEPTANCE AND CONTRACT**

A binding contract will be issued by Canada to the Bidder with a responsive Phase Two bid carrying the lowest price. The documents forming the contract are identified in the Contract Documents (CD) section.

#### **BA06 CONSTRUCTION TIME**

The Contractor must perform and complete the Work within 24 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, as amended in SI05 Submission of Bid.

BA08 SIG	GNATURE		
If the bid is		partnership, the bid must be	or print) e signed by all the members of the joint venture of all members of the joint venture or partnership.
Signature		 Date	<del></del>

## **ANNEX B - PHASE TWO SPECIFICATIONS**

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

## **ANNEX C - PHASE TWO DRAWINGS**

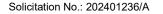
All drawings will be included as separate documents in Phase Two.



## ANNEX D - SECURITY REQUIREMENT CHECK LIST (SRCL)

2018 1113 1529

Government of Canada	it Gouvernemer du Canada	nt	Contract Number / Numéro du contrat				
	da cariada		Se	ecurity Classification / Classification	de sécurité		
			L				
		SECURITY REQUIREMEN	ודפ רטברע ו ופ	T (SBCL)			
	LISTE DE VÉRIF	CATION DES EXIGENCE	S RELATIVES	À LA SÉCURITÉ (LVERS)			
PART A CONTRACT INFO	RMATION / PARTIE A	- INFORMATION CONTRA	CTUELLE	arian arabanan di karatan di kara	ASSESSMENT AND THE RESIDENCE		
<ol> <li>Originating Government De Ministère ou organisme goi</li> </ol>	partment or Organiza		2.	Branch or Directorate / Direction gé	nérale ou Direction		
3. a) Subcontract Number / Na	-	1000	me and Address	CMCB			
5. a) Subconfiact Number / No	unero du contrat de s	ous-traitance 3. b) Na	ime and Address c	of Subcontractor / Nom et adresse du	ı sous-traitant		
4. Brief Description of Work /							
Renovation of existing lease s	pace located at 395 Peni	o Road, Kelowna, BC. Two oper	rational sites are impa	acted: 1) South East District Office. They	current occupy the		
I of newly acquired contiguous I	eased space (former Aci	dand Granger building). Suitable	swing space will be u	project requires renovation of existing leased to house the SED office staff during	construction PCMP		
assets will be removed and no	t on site in the existing le	ase space while the interior is de-	molished and rebuilt t	to meet operational requirements. Nov 20	18 Initial work requires		
5. a) Will the supplier require a Le fournisseur aura-t-il a					✓ No Yes		
5. b) Will the supplier require a			t to the provisions	of the Trahelant Sate Control	Non L Oui		
Regulations?	access to unclassified	military technical data subject	t to the provisions	of the Technical Data Control	✓ No Yes		
Le fournisseur aura-t-il ac	ccès à des données te	chniques militaires non class	ifiées qui sont ass	ujetties aux dispositions du Règleme	ent Con Con		
sur le contrôle des donné 6. Indicate the type of access		h.m	***************************************				
1	- ·	••					
6. a) Will the supplier and its e	mployees require acc	ess to PROTECTED and/or (	CLASSIFIED inform	nation or assets? PROTÉGÉS et/ou CLASSIFIÉS?	No Yes		
(Specify the level of acce			s on a des piens r	ROTEGES Will CLASSIFIES?	└─ Non [▼ Oui		
		au qui se trouve à la question					
PROTECTED and/or CL/			equire access to re	estricted access areas? No access			
			ont-ils accès à des	s zones d'accès restreintes? L'accès	Non L Oui		
à des renseignements ou	à des biens PROTÉC	SÉS evou CLASSIFIÉS n'est	pas autorisé.				
6. c) Is this a commercial course.		nent with no overnight storag son commerciale sans entrep			✓ No Yes		
			_		V Non L Oui		
i '	nation that the supplie			nformation auquel le fournisseur dev			
Canada	<b>V</b>	NATO / OTAN		Foreign / Étrang	er		
7. b) Release restrictions / Res	strictions relatives à la						
No release restrictions Aucune restriction relative		All NATO countries Tous les pays de l'OTAN		No release restrictions  Aucune restriction relative			
à la diffusion		, , , , , , , , , , , , , , , , , , , ,	L	à la diffusion	L		
Not releasable		1		i			
À ne pas diffuser							
•		1		İ			
Restricted to: / Limité à :		Restricted to: / Limité à :		Restricted to: / Limité à :			
Specify country(ies): / Précise	er le(s) pays :	Specify country(les): / Préc	iser le(s) pays :	Specify country(les): / Préd	ciser le(s) pays :		
		į		l l			
				•			
7. c) Level of information / Nive	au d'information						
PROTECTED A PROTÉGÉ A		NATO UNCLASSIFIED NATO NON CLASSIFIÉ	1 11	PROTECTED A PROTÉGÉ A			
PROTECTED B		NATO RESTRICTED		PROTECTED B			
PROTÉGÉ B	✓ ]	NATO DIFFUSION RESTR	EINTE	PROTÉGÉ B			
PROTECTED C		NATO CONFIDENTIAL		PROTECTED C			
PROTÉGÉ C L	<b>=</b>	NATO CONFIDENTIEL		PROTÉGÉ C			
CONFIDENTIAL CONFIDENTIEL		NATO SECRET NATO SECRET		CONFIDENTIAL CONFIDENTIEL			
SECRET [	===	COSMIC TOP SECRET	一一一	SECRET			
SECRET		COSMIC TRÈS SECRET		SECRET			
TOP SECRET			•	TOP SECRET			
TRÈS SECRET	<b>=</b> 4			TRÈS SECRET	<u> </u>		
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)	11			TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)			
ותבס סבטתבו (סוטואו) ב		1		I TRES SECRET (SIGINT)	<u> </u>		
TBS/SCT 350-103(2004/12)		Security Classification / Cla	assification de sécu	urité	~		
		1		i	Canada		





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Government Gouvernement du Canada

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

8. Will the sup Le fournisse If Yes, indic	inued) I PARTIE A (suite)	and/or CLASSIFIED COMSEC ents ou à des biens COMSEC dé	information or assets?		No Yes Non Oui
<ol><li>Will the sup</li></ol>	plier require access to extremely ser eur aura-t-il accès à des renseignem	sitive INFOSEC information or a	ssets?		V No Yes Non Oui
Short Title(s	) of material / Titre(s) abrégé(s) du r lumber / Numéro du document :	natériel :			L Non L Ou
PART B - PER 10. a) Personn	SONNEL (SUPPLIER) PARTIE B el security screening level required /	PERSONNEL (FOURNISSEUR Niveau de contrôle de la sécurite	() establication and a service of the control of th	inisa ng pagangan	是中国国际国际公司的
П	RELIABILITY STATUS COTE DE FIABILITÉ	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECR	
	TOP SECRET - SIGINT TRÈS SECRET - SIGINT	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMICT	OP SECRET RÈS SECRET
	SITE ACCESS ACCES AUX EMPLACEMENTS	HATO GONT IDENTICE	MATO SEGRET	COSIMIC I	KES SECKET
	Special comments: Commentaires spéciaux :				
	NOTE: If multiple levels of screening REMARQUE: Si plusieurs niveaux	de contrôle de sécurité sont requ	ation Guide must be provided. Jis, un guide de classification de	la sécurité doit être (	'ourni.
10. b) May uns Du perso	creened personnel be used for portion onnel sans autorisation sécuritaire pe	ons of the work?			No ✓ Yes Non ✓ Oui
If Yes, w	ill unscreened personnel be escorter firmative, le personnel en question s	1?			No Yes Non Oui
PART C - SAF	EGUARDS (SUPPLIER) / PARTIE C	MESURES DE PROTECTION	(FOURNISSEUR)	<b>建新科技的基础的基础</b>	STATE STATE OF THE PARTY.
INFORMATIO	N/ASSETS / RENSEIGNEMEN	NTS / BIENS			
premises	sseur sera-t-il tenu de recevoir et d'e				No Ves Non ✓ Oui
11. b) Will the s Le fourni	upplier be required to safeguard CO sseur sera-t-il tenu de protéger des r	MSEC information or assets? enseignements ou des biens CO	MSEC?		Ves Non Ves Oui
PRODUCTIO	N				
occur at t	oduction (manufacture, and/or repair a ne supplier's site or premises? lations du foumisseur serviront-elles à SSIFIÉ?				No Yes Non Oui
INFORMATIO	TECHNOLOGY (IT) MEDIA / SU	IPPORT RELATIF À LA TECHNO	LOGIE DE L'INFORMATION (TI	).	
information Le foumis	pplier be required to use its IT system n or data? seur sera-t-il tenu d'utiliser ses propre ments ou des données PROTÉGÉS e	s systèmes informatiques pour trai			No Yes Non Oui
11. e) Will there Disposera gouverne	be an electronic link between the supp i-t-on d'un lien électronique entre le sy mentale?	lier's IT systems and the governm stème informatique du foumisseur	ent department or agency? et celui du ministère ou de l'agen	се	No Yes Non Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

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Solicitation No.: 202401236/A

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

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Security Classification / Classification de sécurité

Canadä

Non-Sensitive



# SRCL Security Guide

SRCL #:2018 1113 1529

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

Non-Sensitive

## General Security Requirements:

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

- 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.
- 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 <u>Policy of Government</u> Security.
- 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. (I.e. loss of sensitive information, accidental or deliberate.)
- Photography is not permitted. If photos are required, please contact the Organization Project Authority and Departmental Security Section.
- The use of personal property, e.g. desktop peripherals, communication devices, portable storage media such as USB sticks, in conjunction with RCMP technology is prohibited.
- 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.
- The equipment/system (i.e. shredder) used to destroy sensitive material is rated according to the degree of destruction. In accordance with <u>Equipment Selection Guide for Paper Shredders</u> Equipment Selection Guide for Paper Shredders.
- Organizational data (hard copies) stored in transitory or temporary storage awaiting disposal must be protected in accordance with its security categorization until destroyed.

Non-Sensitive

## Physical Security:

 Physical access to RCMP facilities/sites is restricted to those specific areas required to meet the contract's objectives.

## I.T Security:

 The Contractor should be in consultation with Shared Services Canada (SSC) and Protective Technical Services Section (PTSS) if any IT media is to be removed from the site.

## Personnel Security:

- Contractor and sub-contractor personnel will be required to obtain and maintain an RCMP
  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).
- 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.

Facility Access Level II (FA-02): When the supplier and its employees will only require access to a RCMP Facility or site and will not have access to Protected or Classified information, systems or assets, an RCMP Clearance at the appropriate level is required. Contractor personnel must submit to local law enforcement verification by the RCMP, prior to being granted access to facility or site.

The RCMP reserves the right to deny access to any of the contractor personnel, at any time.

When the RCMP requires FA-02 access; the successful Bidder (the Contractor) will submit the following to the RCMP:

- Copy of Government Issued Photo Identification (Driver's License Front and Back)
- Portal application completed on-line



Non-Sensitive

## The RCMP:

- Will conduct personnel security screening checks above the <u>Policy on Government Security</u> requirements.
- Is responsible for escort requirements on its facilities and sites.



Non-Sensitive

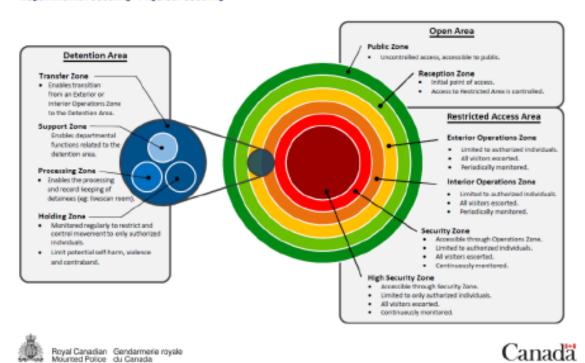
## Appendix A - Security Zone Concept:

The Interim Directive – Physical Security Zones for RCMP Designated Worksites stipulates "that Physical security zones are used to: progressively restrict physical access; control access to sensitive information and other valuable assets; and control egress from the detention area. An individual is not entitled access to a zone merely because it would be convenient or because of status, rank, or level of security screening. Access to a zone is restricted to authorized individuals who possess the appropriate need-to-know."



UNCLASSIFIED DS-PHYS-T-2022-01 V1.0

# Physical Security Zoning Model - Visual Illustration Departmental Security - Physical Security



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



Non-Sensitive

services are provided and information is exchanged. Access by visitors may be limited to specific times of the day or for specific reasons.

Interior Operations Zone A zone that forms part of the Restricted Access Area which is limited to authorized individuals and properly escorted visitors; must be indicated by a demarcated physical barrier to prevent unauthorized overview and access and monitored periodically. Examples: typical open office space, or Electrical room.

Exterior Operations Zone is a zone that forms part of the Restricted Access Area of the facilities grounds which is limited to authorized individuals and properly escorted visitors; it must be indicated by a demarcated physical barrier and monitored periodically. Example: Restricted Parking Lot(s).

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 <a href="RCMP Guide G1-026">RCMP Guide G1-026</a>, Guide to the Application of Physical Security Zones for more detailed information.



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

Page 1 of 2

Description and Location of World	k					Contract No.
						Project No.
Name of Insurer, Broker or Agen	t Address (No.	, Street)	City	Province	Postal C	Code
Name of Insured (Contractor)	Address (No.	, Street)	City	F	Province	Postal Code
Additional Insured  Her Majesty the Queen in R	Right of Canada as represe	nted by the	Royal Canadia	n Mounted Po	lice.	
Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y		Limits of Liab	ility
Commercial General Liability				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
Umbrella/Excess Liability				\$5,000,000 \$	\$10,000,000 \$	\$5,000,000 \$
Builder's Risk / Installation Floater				\$	<b>V</b>	1 •
I certify that the above policies the applicable insurance cove coverage.  Name of person authorized to significant controls to the controls of the control o	erage's stated on page 2 of thi	s Certificate	of Insurance, incl		notice of canceli	
Signature	gir on behall of Insuler(s) (Office	a, Ageni, Dio	nGi )			Date D/M/Y
-						

Solicitation No.: 202401236/A

#### 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).