RETURN BIDS TO - RETOURNER LES SOUMISSIONS A:

RCMP-GRC

Bid Receiving/Réception des soumissions

Attn: Sopheary Tanh

Email address: sopheary.tanh@rcmp-grc.gc.ca

INVITATION TO TENDER

INVITATION À SOUMISSIONNER

Proposal to: Royal Canadian Mounted Police

We hereby offer to sell to His Majesty the King 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 Son Majesté le Roi du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments – Commentaires:

Construct Communi	Title-Sujet: Construction of Communications Towers and Shelters Date: June 16, 2023		2023	
Solicitation 20230482	on No. – Nº de l 25	'invitati	ion :	
	eference No N 900 – S0091 – 1		éférence (lu Client :
Solicitati	on Closes –L'in	vitation	prend fin	1
at/à:	olicitation Closes –L'invitation prend fin t/à: 14:00hrs – 2pm EDT (Eastern Daylight Time HAE (heure avancée de l'Est)			astern Daylight Time)
on/le:	June 30, 2023		/	
Delivery See herein	– Livraison : n.	Taxes See he		Duty – Droits : See herein.
Destinati services : See herein		d Servic	ees – Desti	inations des biens et
Instruction See herein				
	Enquiries to - A ements à :	dresser	toute dei	nande de
	dress: sopheary.t			e.ca
Telephon 343-552-9	ie No. – No. de t 9071	éléphon	ie:	
Delivery exigée:	Delivery Required - Livraison Delivery Offered -			-
Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:				
Telephone No. – No. de téléphone:				
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie) :				
Signature Date				





CONSTRUCTION INVITATION TO TENDER

Construction of Towers and Shelters
Manitoba

IMPORTANT NOTICE TO BIDDERS

TWO PHASE SELECTION PROCESS

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

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.



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SI13 Promotion of Direct Deposit Initiative

SI14 Security Clearance

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

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SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 INTRODUCTION

- 1. The Royal Canadian Mounted Police (RCMP) intends to retain a Contractor to provide construction services for the construction of (4) four communication towers and shelters in Emerson, Gretna, Tolstoi, and Winkler Manitoba.
- 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; and
 - g. Any solicitation amendments issued during either Phase One or Phase Two.

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

2. General Instructions - Construction Services - Bid Security Requirements R2710T (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: 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.

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 sopheary.tanh@rcmp-grc.gc.ca as early as possible within the Phase One solicitation period. Enquiries should be received no later than three (3) working days prior to the date set for the Phase One solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer NOT being provided.



- 2. Enquiries during the Phase Two solicitation period must be submitted by email to the Contracting Authority named on the Invitation to Tender Page 1 at email address jeff.lockyer@rcmp-grc.gc.ca as early as possible within the Phase Two solicitation period. Except for the approval of alternative materials (applicable to Phase Two) as described in GI15 of R2710T, enquiries should be received no later than five (5) working days prior to the date set for the Phase Two solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer NOT being provided.
- 3. To ensure consistency and quality of the information provided to Bidders, the Contracting Authority will examine the content of the enquiry and will decide whether or not to issue an amendment.
- 4. All enquiries and other communications related to this solicitation sent throughout the solicitation period must be directed ONLY to the Contracting Authority named on the Invitation to Tender Page 1. Failure to comply with this requirement may result in the bid being declared non-responsive.
- 5. Further instructions related to enquiries during the Phase Two period will be released to Phase One responsive Bidders.

SI04 SITE VISIT

A. Phase One

1. There will not be a site visit, however the sites are accessible to the public.

B. Phase Two

1. There will not be a site visit, however the sites are accessible to the public.

SI05 SUBMISSION OF BIDS

Section Gl09 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 the Contracting Authority's email address on the front page of the "Invitation to Tender". The electronic bid must be received on or before the date and time set for the Phase One solicitation closing. The Bidder must ensure the subject line of the email identifies the electronic Phase One bid submission, and should include at minimum the solicitation number. The Bidder should ensure that the following information is included in the main body of the Phase One electronic bid submission email:
 - a. Solicitation number;
 - b. Name of Contracting Authority:
 - c. Bidder name and contact information (contact name, contact email, contact telephone number);
 - d. Bidder return address; and
 - e. Phase One solicitation closing date and time.
- 3. The Phase One Qualifications Form, and any required associated document(s), shall be in PDF format. The Bidder should ensure that the following information is included in the electronic title of the Phase One Qualification Form PDF document and in the body of the Qualification Form PDF document:
 - a. PHASE ONE QUALIFICATIONS;
 - b. Solicitation number; and
 - c. Name of Bidder.
- 4. Bids sent in hard copy or transmitted by facsimile will not be accepted.



- 5. Electronic submissions: Timely and correct delivery of electronic bids is the sole responsibility of the Bidder.
 - a. Canada will not be responsible for any failure attributable to the email transmission or email receipt of the bid including, but not limited to, the following:
 - i. receipt of a garbled or an incomplete bid;
 - ii. delay in the email transmission or email receipt of the bid to the Contracting Authority's email inbox (the date & time on the email received by the Contracting Authority is considered the date & time of receipt of the bid submission);
 - iii. failure of the Bidder to properly identify the bid and RFP number in the email subject line and in the electronic Bid Documents;
 - iv. illegibility of the bid;
 - V. RCMP server blocking emails and/or attachments (such as potential malware, file size, file formats (unacceptable file formats include, but are not limited to, .zip, .exe, .mp3, etc.));
 - vi. Security of bid data.
 - b. Bids transmitted via email constitutes the formal bid submission.
 - c. The RCMP has restrictions on incoming email messages. The maximum email message size including all file attachments must not exceed 5MB. Zip/exe/mp3 files or links to Bid Documents will not be accepted. Incoming email messages exceeding the maximum file size and/or containing zip/exe/mp3 file attachments will be blocked from entering the RCMP email system. A bid transmitted by email that gets blocked by the RCMP email system will be considered not received. It is the responsibility of the Bidder to ensure receipt.

B. Phase Two submission of bid

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

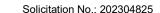
GI08 Bid security requirements of R2710T, incorporated by reference above, is amended as follow:

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. A scanned copy of a bond does not constitute a digital bond.
 - b. Bonds in electronic format failing the verification process will NOT be considered valid.
 - c. Bonds in electronic format passing the verification process will be treated as original and authentic.
 - d. If the bid bond submitted does not pass the electronic bid bond verification process, the Contracting Authority will inform the Bidder of a time within which to provide a valid bid bond in electronic format. Providing a valid bid bond in electronic format is a mandatory requirement of this solicitation and is required prior to award of a contract. Failure to provide a valid bid bond in electronic format within the time specified by the Contracting Authority will render a bid non-responsive.
- 5. Unless otherwise specified in the Special Instructions to Bidders
 - a. The bid price shall be in Canadian currency;
 - b. The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.
- 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 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 to the Contracting Authority, provided the electronic revision is received by the Contracting Authority before the date and time set for the closing of the solicitation. All monetary revisions to bid amounts must be stated as an addition or deletion to the initial bid price. The Bidder must ensure the subject line of the email identifies the electronic revision of bid submission, and should include at minimum the solicitation number. The Bidder should ensure that the following information is included in the main body of the electronic revision of bid submission email:
 - a. REVISED PHASE ONE QUALIFICATIONS OR PHASE TWO PRICE;
 - b. Solicitation number; and
 - c. Name of Bidder.
- 2. A revision to a bid that includes unit prices must clearly identify the change(s) in the unit price(s) and the specific item(s) to which each change applies.
- 3. Multiple revisions to a bid must clearly identify the sequence of the revisions (i.e. Bid revision #1; Bid revision #2, etc.).
- 4. Electronic submissions: Timely and correct delivery of electronic bid revisions is the sole responsibility of the Bidder.
 - a. Canada will not be responsible for any failure attributable to the email transmission or email receipt of the bid revisions including, but not limited to, the following:
 - i. receipt of garbled or incomplete bid revision documents;
 - ii. delay in the email transmission or email receipt of the bid revisions to the Contracting Authority's email inbox (the date & time on the email received by the Contracting Authority is considered the date & time of receipt of the bid revision submission);
 - iii. failure of the Bidder to properly identify the bid revision and RFP number in the email subject line and in the electronic bid revision documents;
 - iv. illegibility of the bid revision documents;
 - v. RCMP server blocking emails and/or attachments (such as potential malware, file size, file formats (unacceptable file formats include, but are not limited to, .zip, .exe, .mp3, etc.));
 - vi. Security of the bid revision data.
 - b. Bid revisions transmitted via email constitutes the formal bid revisions of the Bidder.
 - c. The RCMP has restrictions on incoming email messages. The maximum email message size including all file attachments must not exceed 5MB. Zip/exe/mp3 files or links to Bid Documents will not be accepted. Incoming email messages exceeding the maximum file size and/or containing zip/exe/mp3 file attachments will be blocked from entering the RCMP email system. Bid revisions transmitted by email that get blocked by the RCMP email system will be considered not received. It is the responsibility of the Bidder to ensure receipt.
- 5. 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.



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

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

B. Phase Two

- 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

oval Canadian Gendarmerie royale Solicitation No.: 202304825

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

SI13 PROMOTION OF DIRECT DEPOSIT INITIATIVE

The following information is not related to the solicitation process:

An initiative within the Government of Canada called the Cheque Standardization Project has been established whereby eventually for all payments, cheque stubs will no longer be printed and, with few exceptions, will be processed via direct deposit. This option is only available when payment is made in Canadian dollars for deposit into a Canadian bank account. In an attempt to be proactive, RCMP Corporate Accounting is promoting the registration of RCMP suppliers for the upcoming change in the payment process.

If you are the successful Bidder on this or any other RCMP requirement, you are encouraged to register with the RCMP for direct deposit. Please contact RCMP Corporate Accounting by email to receive a form entitled *Recipient Electronic Payment Registration Request* along with instructions for completion of the form.

Should you have any questions regarding the Cheque Standardization Project or if you want to register, please contact the following email: corporate_accounting@rcmp-grc.gc.ca

SI14 SECURITY CLEARANCE

There are no security requirements applicable to this solicitation or the resulting Contract.

SI15 WEB SITES

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

Treasury Board Appendix L, Acceptable Bonding Companies http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494§ion=text#appl

Buy and Sell

https://www.achatsetventes-buyandsell.gc.ca

Canadian economic sanctions

https://www.tradecommissioner.gc.ca/tariffs sanctions controls-tarifs sanctions controles.aspx?lang=eng

Bid Bond (form PWGSC-TPSGC 504)

http://www.tpsgc-pwgsc.gc.ca/app-acg/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-acg/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)

- 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. 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);
Allowabl	e 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	(2022-12-01);
GC10	Insurance	R2900D	(2008-05-12);

^{*}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.
- d. Supplementary Conditions
- e. Any amendment issued or any allowable Phase One or Phase Two bid revision received before the date and time set for solicitation closing:
- f. Any amendment incorporated by mutual agreement between Canada and the Contractor before contract award;
- g. Any amendment or variation of the Contract Documents that is made in accordance with the General Conditions.

^{*}R2890D (2022-12-01): Subsection GC9.2. Types and Amounts of Contract Security, incorporated by reference above, is amended as follows:

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-andconditions-manual

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** 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.

- Procurement Ombudsman 4.
- 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@boaopo.gc.ca, by telephone at 1-866-734-5169, or by web at https://opo-boa.gc.ca.

Authorities 5.

5.1	Cont	tract	ing A	Aut∣	hority

The Contracting Authority for the contract is: [To be confirmed at contract award]

Name:	
Title:	
Organization:	
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.

Royal Canadian Gendarmerie royale Solicitation No.: 202304825

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

There are no security requirements applicable to this Contract.

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**

- 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 - 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	1		
	project must meet the following requirements:				
	The construction was completed within the last 5 years; and				
	2. The construction was for the construction of a radio shelter and communication				
	tower of 60' or higher, and:	than \$500,000,00			
	The construction value equal to or greater t	nan \$500,000.00.			
	Bidder Instructions: Bidder to demonstrate the a	•			
	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 partne	<u>r</u>		
	(reference sections 1, 2, 3 & 4 of this appendix).				
	L				
REFER	ENCE PROJECT 1:				
	ler name (or joint venture/partnership member				
names					
B. Proj	ect Start Date:	C. Project Completion Date:			
D. Proj	ect Location:				
E. Proj	ect Title:				
F. Brie	f Description of the Project:				
O D					
G. Proj	ect Components:				
1 W:	as the construction completed within the last 5 years;	and	Yes □	No □	
1. ***	do the conditional completed within the last o years,	und	163 🗆		
2. wa	as for the construction of a radio shelter and commun	ication tower of 60' or higher, and:	Yes □	No □	
		3 ,	100 🗅	110 _	
3 W:	as the construction value equal to or greater than \$50	00 000 00?	Yes □	No □	
0	as the semented value equal to or greater than pot	33,000.00.	163 🗆		
REFER	ENCE PROJECT 2:				
	ler name (or joint venture/partnership member				
names	· •				
B. Proj	ect Start Date:	C. Project Completion Date:			
_		-			
D. Proj	ect Location:				
E. Proj	E. Project Title:				
F. Brief	f Description of the Project:				
C D=c!	act Components:				
	G. Project Components:				
1. Wa	as the construction completed within the last 5 years;	and	Yes □	No □	

2.	Was for the construction of a radio shelter and communication tower of 60' or higher, and:	Yes □	No □
3.	Was the construction value equal to or greater than \$500,000.00?	Yes □	No □

APPENDIX 2 - PHASE TWO INTEGRITY PROVISIONS

(Text copied from the Ineligibility and Suspension Policy http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html with an effective date of April 4, 2016.

List of names: All suppliers, regardless of their status under the policy, must submit the following information when participating in a procurement processor real property transaction:

- i. suppliers that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- ii. suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- iii. suppliers that are a partnership do not need to provide a list of names.

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

b.	During the evaluation of bids or offers, a supplier must, within 10 working days, inform the Contracting Authority in writing of any changes affecting the list of names submitted further to section 17(a).
	
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APPENDIX 3 - PHASE TWO LISTING OF SUBCONTRACTORS

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

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



ANNEX A - PHASE TWO SPECIFICATIONS

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

ANNEX B – PHASE TWO DRAWINGS [Departmental Representative 8'x12' Standard Shelters]

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

ANNEX C - PHASE TWO GEOTECHNICAL REPORTS

The Geotechnical Reports will be included as separate documents in Phase Two.



ANNEX D - PHASE TWO BID AND ACCEPTANCE FORM (BA)

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

BIDDER INSTRUCTIONS:

Refer to Appendix 1 – Phase One Qualification Form for:

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

BA01 IDENTIFICATION

Construction of towers and shelters Manitoba

BA02 LEGAL NAME AND ADDRESS OF BIDDER

	ership) legal name, operating name, address, and Procurement Business Number ne Bidder's Phase One bid <i>Appendix 1 – Phase One Qualification Form.</i>
below. If the section below is not com	the contact person for the Bidder's Phase Two bid by completing the section appleted and submitted with the Bidder's Phase Two bid the contract person and Phase One bid Appendix 1 – Phase One Qualification Form will be the contact id.
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 Documents for the Total Bid Amount of	and complete the Work for the above named project in accordance with the Bid
\$	(including mark-up, overhead & profit and excluding
Applicable Taxes.)	

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 by March 31, 2024.

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 S	SIGNATURE		
If the bid		nership, the bid must be signed b	oy all the members of the joint venture or been so the joint venture or partnership.
Signature	9	_ Date	_

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

escription and Location of Work						Contract No.
						Project No.
ame of Insurer, Broker or Agent	Address (No., Street)		City	Province Postal Code		l Code
ame of Insured (Contractor)	Address (N	o., Street)	City		Province	Postal Code
dditional Insured						
is Majesty the King in Right of (Canada as represented by t	the Royal Cana	dian Mounted Po	lice.		
Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
Commercial General				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
Umbrella/Excess Liability				\$ \$	\$	\$ \$
Builder's Risk / nstallation Floater				\$	Ψ	_ Φ
certify that the above policies the applicable insurance covera coverage.						
Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)						Telephone numb

CERTIFICATE OF INSURANCE Page 2 of 2

Solicitation No.: 202304825

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 His Majesty the King 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).