

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Bid Receiving/Réception des soumissions

# REQUEST FOR PROPOSAL

# DEMANDE DE PROPOSITION

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 therefor.

Proposition aux : Gendarmerie royale du Canada

Nous offrons par la présente de vendre à Sa Majesté le Roi du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments: - Commentaires

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

a 					
e – Sujet C-GMPJ A	e – Sujet C-GMPJ AVIONICS UPGRADE			Date September 28th, 2023	
	Solicitation No. – N° de l'invitation 202304218				
Client Refe	erence No No	. De Référe	ence du (	Clien	ıt
Solicitatio	n Closes – L'in	vitation pre	end fin		
	2 :00pm			EDT(Eastern Daylight Time)	
On / le :	October 26h, 2	.023		HAE	E (heure avancée de l'Est)
Delivery - See herein présentes	·	Taxes - T See herei aux prése	n — Voir	Duty – Droits See herein — Voir au présentes	
services	n of Goods and — Voir aux prés		– Destina	ation	s des biens et
Instruction See herein	<b>ıs</b> — Voir aux prés	sentes			
Adresser t	Address Inquiries to – Adresser toute demande de renseignements à Diane.palarchio@rcmp-grc.gc.ca				
Telephone No. – No. de téléphone		Facsimile No. – No. de télécopieur			
			Delivery Offered – Livraison proposée		
Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur :					
Telephone	Telephone No. – No. de téléphone Facsimile No. – No. de télécopieur				
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			

#### **TABLE OF CONTENTS**

#### **PART 1 - GENERAL INFORMATION**

- 1.1. Introduction
- 1.2. Summary
- 1.3. Debriefings
- 1.4. Recourse Mechanisms

#### **PART 2 - BIDDER INSTRUCTIONS**

- 2.1. Standard Instructions, Clauses and Conditions
- 2.2. Submission of Bids
- 2.3. Enquiries Bid Solicitation
- 2.4. Applicable Laws
- 2.5. Promotion of Direct Deposit Initiative
- 2.6 Volumetric Data

## **PART 3 - BID PREPARATION INSTRUCTIONS**

3.1 Bid Preparation Instructions

#### PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1. Evaluation Procedures
- 4.2. Basis of Selection

## PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

5.1. Certifications Required Precedent to Contract Award and Additional Information Attachment to Part 5: Certificate of Independent Bid Determination Attachment 2 to Part 5: Federal Contractor's Program for Employment Equity – Certification

#### PART 6 - RESULTING CONTRACT CLAUSES

- 6.1. Statement of Work
- 6.2. Standard Clauses and Conditions
- 6.3. Security Requirement
- 6.4. Term of Contract
- 6.5. Authorities
- 6.6. Payment
- 6.7. Invoicing Instructions
- 6.8. Certifications and Additional Information
- 6.9. Applicable Laws

6.10. Priority of Documents

6.11. Procurement Ombudsman

6.12. Foreign Nationals (Canadian Contractors)

6.13. Insurance

6.14. Controlled Goods

## **List of Annexes:**

Annex A Statement of Work
Annex B Basis of Payment

Appendix 1 to Annex B – Cost Estimate for Deficiency Repair Work

Annex C Security Requirements
Annex D Insurance Requirements

#### **PART 1 - GENERAL INFORMATION**

NOTE: <u>Canada Buys</u> is the new official source for Government of Canada tender and award notices. <u>Buy and Sell</u> remains as a source for information, procurement policy and guidelines.

## 1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, The Security Requirements Checklist and Insurance Requirements.

## 1.2 Summary

The Royal Canadian Mounted Police Air Services Branch requires replacement of the avionics, engine indicating and fuel quantity indicating systems in aircraft C-GMPJ MSN: 534.

# 1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

#### 1.4 Recourse Mechanisms

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



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

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

#### **PART 2 - BIDDER INSTRUCTIONS**

## 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

Revision to Departmental Name: As this solicitation is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The <u>2003</u> (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of <u>2003</u>, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 90 days

#### 2.2 Submission of Bids

Bids must be submitted only to RCMP Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

NOTE: The RCMP has not been approved for bid submission by Canada Post Corporation (CPC) Connect service.

Bids transmitted by facsimile or email to RCMP will not be accepted.

#### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 5 calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that

the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

#### 2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

# 2.5 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

#### 2.6 Volumetric Data

The volumetric data (estimated number of hours and expenditure for consumables and deficiency repairs) has been provided to Bidders to assist them in preparing their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage of the service identified in this bid solicitation will be consistent with this data. It is provided purely for information purposes.

#### **PART 3 - BID PREPARATION INSTRUCTIONS**

## 3.1 Bid Preparation Instructions

Canada requests that Bidders submit their bids in separately bound sections as follows:

Section I: Technical Bid (one soft copy in PDF format) Section II: Financial Bid (one soft copy in PDF format) Section III: Certifications (one soft copy in PDF format)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

a. use a numbering system that corresponds to the bid solicitation.

#### **Important Note:**

For bids transmitted by email, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:

- a. receipt of garbled or incomplete bid;
- delay in transmission or 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);
- c. availability or condition of the receiving equipment;
- d. incompatibility between the sending and receiving equipment;
- e. failure of the Bidder to properly identify the bid;
- f. illegibility of the bid; or
- g. security of bid data.

A bid transmitted electronically constitutes the formal bid of the Bidder and must be submitted in accordance with Section 05 of <u>2003</u> (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements.

The RCMP has restrictions on incoming e-mail messages. The maximum e-mail message size including all file attachments must not exceed 5MB. Zip files or links to bid documents will not be accepted. Incoming e-mail messages exceeding the maximum file size and/or containing zip file attachments will be blocked from entering the RCMP e-mail system. A bid transmitted by e-mail that gets blocked by the RCMP e-mail system will be considered not received. It is the responsibility of the Bidder to ensure receipt.



Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

a) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process <u>Policy on Green Procurement</u> (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, Bidders should:

- 1. Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- Include all environmental certification(s) or Environmental Product Declaration(s) (EPD)specific to your product/service (e.g. Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
- 3. Unless otherwise noted, Bidders are encouraged to submit bids electronically. If hard copies are required, Bidders should:
  - a. use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
  - use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### Section I: Technical Bid

Bidders must demonstrate their compliance with the following sections of the bid solicitation by providing substantial information describing completely and in detail how the requirement is met or addressed. Bidders must provide with their technical bid, a document indicating clearly where the substantial information for each of the sections identified below can be found.



## Section II: Financial Bid

A. Bidders must submit their financial bid in Canadian funds and in accordance with the Basis of Payment in Annex B.

# 3.1.1 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

# Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Technical Evaluation

## 4.1.1.1. Mandatory Technical Criteria

In their proposals, bidders must demonstrate in writing they meet the following mandatory criteria. Failure to meet any of the mandatory criteria will render the bid non-compliant and it will be given no further consideration. Links to web pages are not accepted and will be assessed a "NOT MET" rating.

Number	Criteria	Substantiation Please Cross Reference to Specific pages in your proposal [Completed by Bidder]	ASSESSMENT  MET/ NOT  MET  [Completed  by RCMP  Evaluator]
M1	The bidder must hold or subcontract to a company that holds a valid Transport Canada Approved Maintenance Organization (AMO) certificate, for maintenance of the DHC-6-300 Series aircraft and provide a copy of their Transport Canada Certificate with their bid. If using a subcontractor, the subcontractor must be a Viking Factory Service Center or Factory Endorsed Service Center.		

M2	The bidder must hold or subcontract to a company that holds a valid Transport Canada Approved Maintenance Organization (AMO) certificate, category Structures, for the DHC-6-300 Series aircraft and provide a copy of their Transport Canada Certificate with their bid. If using a subcontractor, the subcontractor must be a Viking Factory Service Center or Factory Endorsed Service Center	
М3	The bidder must hold a valid Transport Canada Approved Maintenance Organization (AMO) certificate, category Avionics, for the DHC-6-300 Series aircraft and provide a copy of their Transport Canada Certificate with their bid.	
M4	The Bidder must demonstrate by providing a manufacturer document that they are a Garmin Dealer.	
M5	The Bidder must demonstrate that they have successfully completed 3 major avionics upgrades with Garmin products (G1000/G950) on the DHC-6-300 Series aircraft in the last 2 years.  *A major avionics upgrade is defined as the replacement of communication, navigation, and engine instruments with an avionics integrated system	

# 4.1.2 Financial Evaluation

# 4.1.2.1 Mandatory Financial Criteria

SACC Manual Clause A0222T (2014-06-26), Evaluation of Price-Canadian/Foreign Bidders

# 4.2 Basis of Selection



A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

#### PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

#### 5.1 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

## 5.1.1 Integrity Provisions

In accordance with the section titled Information to be provided when bidding, contracting, or entering into a real property agreement subject to the *Ineligibility and Suspension Policy* (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process:

Declaration of Convicted Offences - Integrity Declaration Form (as applicable) Required Documentation (List of names for integrity verification form)

Please see the <u>Forms for the Integrity Regime</u> website for further details (<u>http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaires-forms-eng.html</u>).

## 5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the <a href="Employment and Social Development Canada (ESDC)">Employment and Social Development Canada (ESDC)</a> — <a href="Labour's">Labour's</a> website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity – Certification (Attachment 1 to Part 5), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

## 5.1.3 Additional Certifications Required Precedent to Contract Award

## 5.1.3.1 Independent Bid Determination

The attached Certificate of Independent Bid Determination (attached Attachment 1 to Part 5) has been developed by the federal Competition Bureau for use by the Contacting Authority when calling for bids, tenders or quotations. The intention is to deter bid-rigging by requiring Bidders to disclose, to the Contracting Authority, all material facts about any communications and arrangements which the Bidder has entered into with competitors regarding the call for tenders.

#### 5.1.3.2 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

## **Definitions**

For the purposes of this clause, "former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c. C-8.

#### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** ( ) **No** ( )

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with <a href="Contracting Policy Notice">Contracting Policy Notice</a>: 2019-01 and the <a href="Guidelines on the Proactive Disclosure of Contracts">Guidelines on the Proactive Disclosure of Contracts</a>.

#### **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** ( ) **No** ( )

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

#### 5.2 Inspection, Deliverables and Acceptance Criteria

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

# 5.3 Requirements for Airworthiness Certification

The Contractor shall provide the following airworthiness documentation, enclosed in the shipment or attached to the item: OEM Certificate of Conformance and a copy of the original Authorized Release Certificate (FAA 8130-3 or Form One) issued by the manufacturer.

# ATTACHMENT 1 to PART 5 - CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the ur	ndersigned, in submitting the accompanying bid or tender (hereinafter "bid") to:
(Corpor	ate Name of Recipient of this Submission)
for:	(Name and Number of Bid and Project)
	(Name and Number of Bid and Project)
in respo	onse to the call or request (hereinafter "call") for bids made by:
(Name	of Tendering Authority)
do here	by make the following statements that I certify to be true and complete in every respect:
I certify,	on behalf of: that:  (Corporate Name of Bidder or Tenderer [hereinafter "Bidder"])
1.	I have read and I understand the contents of this Certificate;
2.	I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3.	I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
4.	each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
5.	for the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:  (a) has been requested to submit a bid in response to this call for bids;  (b) could potentially submit a bid in response to this call for bids, based on their qualifications, abilities or experience;
6.	the Bidder discloses that (check one of the following, as applicable):  (a) the Bidder has arrived at the accompanying bid independently from, and without consultation communication, agreement or arrangement with, any competitor;

- (b) the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements; □
- 7. in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) methods, factors or formulas used to calculate prices;
  - (c) the intention or decision to submit, or not to submit, a bid; or
  - (d) the submission of a bid which does not meet the specifications of the call for bids; except as specifically disclosed pursuant to paragraph (6)(b) above;
- 8. in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
- 9. the terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above.

(Printed Name and Signature of Authorized Agent of Bidder)	
(Position Title)	(Date)

#### Attachment 2 to PART 5 - BID SOLICITATION

#### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

render the bid non-responsive or constitute a default under the Contract.
For further information on the Federal Contractors Program for Employment Equity visit Employment and Social Development Canada (ESDC) – Labour's website.
Date:(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)
Complete both A and B.
A. Check only one of the following:
( ) A1. The Bidder certifies having no work force in Canada.
( ) A2. The Bidder certifies being a public sector employer.
( ) A3. The Bidder certifies being a <u>federally regulated employer</u> being subject to the <u>Employment Equity Act.</u>
( ) A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
( ) A5.1. The Bidder certifies already having a valid and current <u>Agreement to Implement Employment Equity</u> (AIEE) in place with ESDC-Labour.  OR
( ) A5.2. The Bidder certifies having submitted the <u>Agreement to Implement Employment Equity</u> (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.
B. Check only one of the following:
( ) B1. The Bidder is not a Joint Venture.



# OR

( ) B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

#### PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

#### 6.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A"

#### 6.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

Revision to Departmental Name: As this contract is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

#### 6.2.1 General Conditions

<u>2035</u> (2022-12-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

#### 6.3 Security Requirements

The following security requirements apply and form part of the Contract:

- The Contractor/Offeror personnel must submit to local law enforcement verification by the RCMP and be approved prior to work on this requirement. The RCMP reserves the right to deny access to any facility or site or part thereof to any contractor personnel, at any time.
- Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of RCMP
- 3. The Contractor/Offeror must comply with the provisions of the:
  - a.) Security Requirements Check List and security guide (if applicable), attached at Annex C;
  - b.) Industrial Security Manual (Latest Edition)

#### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the contract is from the date of Contract to March 19th 2024.

#### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Diane Palarchio
Procurement Specialist
Procurement, Materiel and Assets Management Branch
73 Leikin Dr. Bldg M1
Ottawa, Ontario K1A 0R2
Diane.palarchio@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.

#### 6.5.2 Technical Authority (to be inserted at contract award)

The Technical Authority for the Contract is:

Name: \_\_\_\_\_ Title: \_\_\_\_ Organization: \_\_\_\_ Address: \_\_\_ Telephone: \_\_\_ - \_\_ - \_\_\_ Facsimile: \_\_ - \_ - \_\_\_ E-mail address:

The Technical Authority 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 Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

## 6.5.3 Contractor's Representative (to be inserted at contract award)

Name:
Title:
Organization:
Address:
Telephone:
Facsimile:
E-mail address:

#### 6.6 Payment

#### 6.6.1 Basis of Payment – Labour – Firm Hourly Rates

The Contractor will be paid firm hourly rates as specified in Annex B, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

#### 6.6.1.1 Limitation of Expenditure - Labour

1.	Canada's total liabi	ility to the Contractor under the Contract must not
	exceed \$	Customs duties are included and Applicable Taxes
	are extra.	

- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
- a. when it is 75% committed, or
- b. four months before the contract expiry date, or
- as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

## 6.6.2 Basis of Payment - Major Components

For the Work described in Sections 3.1-3.7 of the Statement of Work in Annex A:

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm lot price for a cost of \$\_\_\_\_\_ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

#### 6.6.2.1 Limitation of Price

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

# 6.6.2 Basis of Payment - Consumable Materials - Ceiling Price

For the Work described in of the Statement of Work in Annex A:

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in Annex B, to a ceiling price of \$\_\_\_\_\_ (insert the amount at contract award). Customs duties are included and applicable taxes are extra.

#### 6.6.3 Method of Payment - Milestone payment

#### 6.6.3.1 Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if :

- a) an accurate and complete claim for payment using PWGSC-TPSGC 1111, Claim for Milestone Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) the total amount for all Milestone payment paid by Canada does not exceed 100 percent of total amount paid under the contract.
- all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives;
- d) all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

## 6.6.3.1 Milestone Payment Schedule

#### Schedule of Milestones:

The firm lot price (B) will be equally divided as follows (to be completed at award):

Ī	Milestone #	Description	Due Date	Firm Price
	1	Cost of Major Components (Table 2)	Upon delivery to Contractors facility, accompanied with an invoice	

2	50% of Labour cost	Once 50% of the work has been completed and approved by TA	
3	Full completion of upgrade upon inspection	On or before March 19, 2024	

## 6.7 Invoicing Instructions

 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of the invoices, receipts, vouchers for all direct expenses;
- 2. Invoices must be distributed as follows:
  - a. One (1) copy must be forwarded by email to the Technical Authority and to the Contracting Authority for certification and payment.

#### 6.8 Certifications and Additional Information

#### 6.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

# 6.8.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

#### 6.8.3 Inspection, Deliverables and Acceptance Criteria

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the

Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

#### 6.8.4 Requirements for Airworthiness Certification

The Contractor shall provide the following airworthiness documentation, enclosed in the shipment or attached to the item: OEM Certificate of Conformance and a copy of the original Authorized Release Certificate (FAA 8130-3 or Form One) issued by the manufacturer.

#### 6.9 Applicable Laws

The Contract must be interp	reted and governed,	and the relations	between the	parties (	determined,
by the laws in force in	(to be inserted at	award)			

#### 6.10 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2022-12-01) General Conditions Higher Complexity Services;
- (c) Annex A, Statement of Work
- (d) Annex B Basis of Payment;
- (e) Annex C, Security Requirements Check List
- (f) Annex D, Insurance Requirements
- (g) the Contractor's bid dated \_\_\_\_\_\_\_,

#### 6.11. Procurement Ombudsman

#### 6.11.1 Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services, please see the Procurement Ombudsman Regulations or visit the OPO website.

#### 6.11.2 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 e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at <a href="www.opo-boa.gc.ca">www.opo-boa.gc.ca</a>.

#### 6.12 Foreign Nationals (Canadian Contractor)

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

#### 6.13 Insurance - Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex D. The Contractor must maintain the required insurance coverage for the duration of the Contract. 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.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

#### 6.14 Controlled Goods

<u>B4060C</u> (2011-05-16), Controlled Goods

## **ANNEX A**

# STATEMENT OF WORK

# **C-GMPJ**

DeHavilland DHC-6 MSN: 534

# **Statement of Work Avionics Upgrade**

## **Air Services Branch**

Table of Contents
1.0 Nature of Requirement
2.0 Definitions and Acronyms
3.0 Scope of Work
4.0 Inspection and Deliverables



## 1.0 Nature of Work Requirement

The Royal Canadian Mounted Police Air Services Branch requires replacement of the avionics, engine indicating, and fuel quantity indicating systems in aircraft C-GMPJ MSN: 534.

#### 2.0 Definitions and Acronyms

- MSN Manufacturer serial number
- STC Supplemental Type Certificate
- TA Technical Authority
- DAR Design Approval Representative
- TC Transport Canada
- IAW In accordance with

#### 3.0 Scope of Work

3.1 The scope of work will initially involve the removal of all applicable avionics systems, engine indicating, fuel quantity indicating system, lighting, wiring, and avionics panels/shelves that will be replaced with new equipment.

The Contractor must complete the following, including but not limited to:

- 3.1.1 Installation of Garmin G1000NXi integrated dual flight deck display systems with Garmin GFC 700 digital autopilot, TAWS-A enablement, Synthetic vision, Chartview, and Flightstream 510 IAW STC SA15-76.
- 3.1.2 Installation of Garmin GTX 345R remote mount ADS-B In/Out transponder IAW STC SA15-76.
- 3.1.3 Installation of Garmin GRA 5500 digital radar altimeter and S67-2002 antennas IAW STC SA15-76.
- 3.1.4 Installation of Garmin GTS 855 TCAS 1 traffic collision avoidance system IAW STC SA15-76 & SA14-72.
- 3.1.5 Installation of Garmin GWX 75 digital doppler enabled weather radar IAW STC SA15-76.
- 3.1.6 Remove existing USB chargers and install Qty 2 Garmin GSB15 dual USB Type-A & Type-C chargers IAW STC SA15-76.
- 3.1.7 Installation of Universal Avionics CVR-120A cockpit voice recorder with recorder independent power supply (RIPS) option IAW STC SA15-76.
- 3.1.8 Installation of Mid-Continent MD302 standby attitude module IAW STC SA15-76.

  Page 30 of de 44

- Installation of Cobham 251 passenger address amplifier with new speakers IAW STC SA15-76.
- 3.1.10 Installation of Whelen LED nav/strobe lights LH wing tip, RH wing tip, and tail positions IAW STC SA800EA.
- 3.1.11 Installation of Whelen LED beacon light IAW STC SA615EA.
- 3.1.12 Installation of AeroLED pulse landing and taxi lights as a PMA part for PAR36/46 light.
- 3.1.13 Interface to Qty 1 existing KR87 ADF receiver.
- 3.1.14 Interface to existing ISAT-200R SkyTrac iridium satellite communications.
- 3.1.15 At the time of install, the RCMP will determine if removal of the existing M7100 FM is required.
- 3.1.16 Installation of TDFM-9100 multi-band FM radio with 2 tri-band modules, Aux port, and Qty 3 Cl295-300 tri-band antennas.
- 3.1.17 Replace existing DME-40 with an overhauled KN63.
- 3.1.18 Replace lower instrument T section panels.
- 3.1.19 Advise TA if cockpit switch panels require replacement or refurbishment.
- 3.1.20 Advise TA if wing root connectors require replacement.
- 3.1.21 Advise TA if existing navigation, communication, and transponder, ADF, and DME antennas require replacement.
- 3.1.22 Full aircraft re-weigh required.
- **3.2** Prior to the purchase of any components and commencement of any work the contractor must provide and the TA must approve:
  - 3.2.1 A detailed project plan including all major steps;
  - 3.2.2 A list of the proposed avionics system components (manufacturer, model, part number, and quantities);
  - 3.2.3 Proposed component locations;
  - 3.2.4 A list of any additional proposed upgrades, alterations or deviations to the existing avionics components and structure for consideration;
  - 3.2.5 The Transport Canada Design Approval Representative (DAR) who will be responsible for the approval and issuance of the STC or LSTC for the modification to the aircraft, for concurrence and approval.

3.3 All STC's and any deviations from existing STC's must be TC approved prior to induction of the aircraft or with TA approval, within the first two weeks after induction. The RCMP must be named as the STC holder for all new STC's.

#### 3.4 Upgrade Details

- **3.4.1** The contractor must supply the following:
  - 3.4.1.1 Structural modification kit, mechanical modification kit, avionics modification kit including system wiring harnesses to support installation of work detailed in section 3.0 Scope of Work.
  - 3.4.1.2 All serialized and non-serialized components required for work detailed in section 3.0.
  - 3.4.1.3 All miscellaneous consumables.
- **3.4.2** The contractor must re-use the following components:
  - 3.4.2.1 Bendix King KR87 ADF receiver and antenna (Qty 1).
  - 3.4.2.2 SkyTrac ISAT-200R, antenna and DVI300A/CDP300C.
- **3.4.3** The Royal Canadian Mounted Police Air Services Branch will supply the following to the contractor:
  - 3.4.3.1 Portable FM radios for TDFM-9100 function checks;
  - 3.4.3.2 TDFM-9100 programming cable;
  - 3.4.3.3 TDFM-9100 keyloader cable;
  - 3.4.3.4 AUX FM patch cable.
- **3.4.4** All equipment and components removed from the aircraft must be tagged as either unserviceable or serviceable and returned to the RCMP Air Services Branch within two weeks after completion of the work.

#### 3.5 Mechanical

- 3.5.1 The contactor must provide mechanical modification to secure and install the new avionics components in conjunction with meeting any airworthiness requirements.
- 3.5.2 The contractor must repair the aircraft structure where a component is relocated from one location to another as required in this statement of work.
- 3.5.3 The contractor must consult with the TA prior to proceeding with any structural skin repairs as skin replacement may be preferable.

#### 3.6 Electrical

3.6.1 The contractor must provide electrical modifications ensuring that wiring, circuit breakers and connections to the new avionics equipment are installed in accordance with the

manufacturer's requirement, STC's, and aircraft wiring standards, ensuring that all cables are clearly identified and labelled for ease of service, maintenance and repair.

- 3.6.2 All wiring must meet the standards specified in approved documentation.
- 3.6.3 All wiring harnesses must be routed and secured in accordance with AC43.13-1B / 2A (Change1).
- 3.6.4 All new wires installed, must be printed within every 12 inches with an acceptable identification code, which must match the identification code found on the respective system wiring diagram. A laserwire marking machine must be used for marking the identification code on all single conductor wires and multi-conductor shielded wires. For coaxial cables that cannot be laser marked, the identification code must be on white heat shrink tubing, which can then be shrunk onto the coax cables at no more than 36" interval. HOTSTAMP WIRE MARKING MACHINE CANNOT BE USED FOR MARKING ANY WIRES.
- 3.6.5 Provide sufficient service loops for all wiring harnesses / cables.
- 3.6.6 Ensure all tools are calibrated and used in accordance with the manufacturer's instructions.

# 3.7 Flight Testing

In the event of any flight test being required for approval of modifications (STC's), at least one week prior to any planned flight the contractor must provide the TA with:

- 3.7.1 Pertinent information on the test pilot who will conduct the flight(s);
- 3.7.2 Test pilot's Aviation Documents (pilot's license, ratings and medical);
- 3.7.3 Test pilot's proof of currency on the aircraft type;
- 3.7.4 Test pilot's copy of last page of the logbook.

#### 4.0 Inspection and Deliverables

## 4.1 Inspection and Performance of Work

The TA or their delegates may conduct site visits while the work is being performed in coordination with the contractor to inspect and test the installation of the equipment being installed. The RCMP may request an acceptance flight test at the time of delivery.

## 4.2 Deliverables

**4.2.1** For the work package and technical record, the contractor must provide one hard copy and a digital copy in pdf format (on a USB drive) of:

- 4.2.1.1 Electrical, structural and mechanical drawings
- 4.2.1.2 Configuration files
- 4.2.1.3 Equipment list amendment
- 4.2.1.4 Electrical load analysis
- 4.2.1.5 Weight and balance report
- 4.2.1.6 Flight manual supplement
- 4.2.1.7 Major modification report
- 4.2.1.8 Certification documentation
- 4.2.1.9 Detailed work package
- 4.2.1.10 Instructions for Continued Airworthiness (ICA)
- 4.2.1.11 EMI/RFI ground and fight test reports
- 4.2.1.12 Journey log book entries

#### 4.2.2 The contractor must provide the following:

- 4.2.2.1 Applicable system operation manuals
- 4.2.2.2 Applicable pilot guides
- 4.2.2.3 Enablement option cards

#### 4.3 Schedule

The following is the expected schedule for the upgrade process:

- 4.3.1 Within two weeks after contract award, the contractor must provide the TA with the proposed components configuration and project plan along with anticipated lead times of all components.
- 4.3.2 The TA will have up to one week to review the upgrade and communicate any desired changes to the contractor;
- 4.3.3 A target induction date for the aircraft will be determined by the TA based on the estimated lead times of components and STC certification. While the target date may afford some flexibility, the contractor must make reasonable effort to accommodate.
- 4.34 The total aircraft down time (induction date to final delivery date) must not exceed 3 months.

#### 4.4 Language of Work

The work and all deliverables must be in either English or French.

## 4.5 Meetings

The Contractor will be required to attend a kick-off meeting to establish the schedule. This meeting may be in person or virtual at the discretion of the RCMP Technical Authority.

Additional meetings may be requested at the discretion of the RCMP Technical Authority throughout the contract period.

#### **ANNEX "B" - BASIS OF PAYMENT**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid as follows. Customs duties are included and Applicable Taxes are extra.

#### FOR EVALUATION PURPOSES ONLY

The Bidder must insert their firm, all-inclusive hourly rate in Table 1 below (column B) and complete the extended price in column C.

The Bidder must insert their firm, all-inclusive unit prices in Table 2 below (column E) and complete the extended price in column F

The Bidder must insert their mark-up rate in Table 3 below (column G) and completed the extended calculations in columns I and J. Failure to complete the tables in full may result in the bid being deemed non-responsive and given no further consideration.

The total evaluated price: C + F + J (taxes not included)

#### **AVIONICS UPGRADE**

Table 1: Labour

DESCRIPTION	ESTIMATED LEVEL OF EFFORT (HOURS) (A)	FIRM HOURLY RATE (B)	ESTIMATED TOTAL  COST  (C = A x B)
LABOUR	400	\$	\$

## **Table 2: Major Components:**

DESCRIPTION	QUANTITY (D)	FIRM UNIT PRICE (E)	ESTIMATED TOTAL (F = D x E)
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$ <b>(F)</b>	

## **Table 3: Consumable Materials**

All consumable materials will be invoiced at the Contractor's laid-down cost plus a percentage for mark-up. The Contractor is to submit a percent of mark-up for tendering purposes.

	Mark-up (G) **Estimated Expenditure (H)		Mark-up Amount (I = G X H)	Extended Price J = H + I
Materials	%	40,000.00	\$	\$(J)

#### **Schedule of Milestones:**

The firm lot price (B) will be equally divided as follows (to be completed at award):

Milestone #	Description	Due Date	Firm Price
1	Cost of Major Components (Table 2)	Upon delivery to contractors facility, accompanied with invoice	
2	50% of Labour cost	Once 50% of the work has been completed and approved by TA	
3	Full completion of upgrade upon inspection	On or before March 19, 2024	

Print Name:

# Attachment 1 to Annex B - COST ESTIMATE FORM FOR EXTRA WORK

- Contract:	Contractor:		Date: _			
	Description of	Work: (Please attach a separate s	sheet if require	ed)		
Direct Costs						
(i) Direct Labour	# of Hours	Hourly Rate(s) as per Co	ntract		Total	
Repair Work Labour				\$		
Total Direct Labour				\$		(i)
(ii) Direct Material Costs *	Contr	actor's Wholesale Cost	Mark-up		Total	
Replacement Parts			X%	\$		
Repair Parts			X%	\$		
Other Material (Specify			X %	\$		
Total Direct Material Costs				\$		(ii)
(iii) Other Direct Costs					Total	
Other (Specify)				\$		
Total Other Direct Costs	-			\$		_ (iii)
Sum of Total Direct Costs (	(I + ii + iii) (GST/H	HST extra) = TOTAL PRICE		\$		
*Materials will be charged at (to be completed at time of c		ost plus a mark-up of%				
Contractor Signature:						
Print Name:						
RCMP Authorities Signature:						



# ANNEX "C"

# SECURITY REQUIREMENTS CHECK LIST (SRCL) & SECURITY GUIDE

*	Government	Gouvernement	Contract Number / Numéro du contrat
	of Canada	du Canada	SRCL102231 / PR 202304218
			Security Classification / Classification de sécurité Unclassified

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFIC	ATION DES EXIGE	NCES RELATIV							
PART A - CONTRACT INFORMATION / PARTIE A -		RACTUELLE							
Originating Government Department or Organization		Branch or Directorate / Direction générale ou Direction							
Ministère ou organisme gouvernemental d'origine	RCMP			vices Branch					
3. a) Subcontract Number / Numéro du contrat de sou	s-traitance 3.	ه) Name and Addre	ess of Subcor	ntractor / Nom et adresse du so	us-traitant				
4. Brief Description of Work / Brève description du trav	/ail								
Avionics upgrade on C-GMPJ MSN: 534 (Goose Bay Air	Section). See attached St	atement of Work for d	details.						
5. a) Will the supplier require access to Controlled Go	nds?				No.	Yes			
Le fournisseur aura-t-il accès à des marchandise					Non				
5. b) Will the supplier require access to unclassified m	ilitary technical data su	ubject to the provisi	ions of the Te	chnical Data Control	✓ No	Yes			
Regulations? Le fournisseur aura-t-il accès à des données tec	hniques militaires non i	classifiées qui sont	assuietties a	ux dispositions du Rèalement	L Non	n L Oui			
sur le contrôle des données techniques?	iniquos inilitairos non	siacomoco qui com	accujotico a	ax dispositions da regionione					
6. Indicate the type of access required / Indiquer le ty	pe d'accès requis								
<ol><li>a) Will the supplier and its employees require acces</li></ol>					✓ No	Yes			
Le fournisseur ainsi que les employés auront-ils		ments ou à des bie	ens PROTÉGI	ÉS et/ou CLASSIFIÉS?	Non	nOui			
(Specify the level of access using the chart in Qu (Préciser le niveau d'accès en utilisant le tableau		stion 7. c)							
6. b) Will the supplier and its employees (e.g. cleaners	s, maintenance person		s to restricted	access areas? No access to	No	Yes			
PROTECTED and/or CLASSIFIED information of	or assets is permitted.	-\	٠		Non	Oui			
Le fournisseur et ses employés (p. ex. nettoyeur à des renseignements ou à des biens PROTÉGI	s, personnei d'entretiei ÉS et/ou CLASSIFIÉS	n'est pas autorisé	a des zones d	racces restreintes? L'acces					
6. c) Is this a commercial courier or delivery requirement					No No	Yes			
S'agit-il d'un contrat de messagerie ou de livraiso			t?		Non				
7. a) Indicate the type of information that the supplier	will be required to acce	ss / Indiquer le type	e d'informatio	n auquel le fournisseur devra a	voir accès				
Canada	NATO / G	OTAN		Foreign / Étranger					
7. b) Release restrictions / Restrictions relatives à la d				•					
No release restrictions	All NATO countries	TANI 🗍		No release restrictions					
Aucune restriction relative à la diffusion	Tous les pays de l'O	AN		Aucune restriction relative à la diffusion	Ш				
				a la all'adion					
Not releasable									
À ne pas diffuser									
Restricted to: / Limité à :	Restricted to: / Limité	à:		Restricted to: / Limité à :					
Specify country(ies): / Préciser le(s) pays :	Specify country(ies):	/ Préciser le(s) pay	/s :	Specify country(ies): / Précis	er le(s) pay	's:			
7. c) Level of information / Niveau d'information				•					
PROTECTED A	NATO UNCLASSIFIE			PROTECTED A					
PROTÉGÉ A PROTECTED B	NATO NON CLASSIF		#	PROTÉGÉ A PROTECTED B	#				
PROTEGÉ B	NATO RESTRICTED NATO DIFFUSION R			PROTÉGÉ B					
PROTECTED C	NATO CONFIDENTIA		#	PROTECTED C	Ħ				
PROTÉGÉ C	NATO CONFIDENTIE	<b>I</b>		PROTÉGÉ C					
CONFIDENTIAL	NATO SECRET		7	CONFIDENTIAL					
CONFIDENTIEL	NATO SECRET			CONFIDENTIEL					
SECRET	COSMIC TOP SECR			SECRET					
SECRET	COSMIC TRÈS SEC	KET L	_	SECRET	븯				
TOP SECRET TRÈS SECRET				TOP SECRET TRÈS SECRET					
TOP SECRET (SIGINT)				TOP SECRET (SIGINT)	=				
TRÈS SECRET (SIGINT)				TRÈS SECRET (SIGINT)					

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité Unclassified





	T A (see Course) ( DADTIE A (see (s)							
8. V L	TA (continued) / PARTIE A (suite) fill the supplier require access to PROTECTED and/or Cl e fournisseur aura-t-il accès à des renseignements ou à				~	No Non	Yes Oui	
	Yes, indicate the level of sensitivity: ans l'affirmative, indiquer le niveau de sensibilité :							
9. V	fill the supplier require access to extremely sensitive INF e fournisseur aura-t-il accès à des renseignements ou à		e extrêmement délicate?		~	No Non	Yes Oui	
	hort Title(s) of material / Titre(s) abrégé(s) du matériel : ocument Number / Numéro du document :							
	T B - PERSONNEL (SUPPLIER) / PARTIE B - PERSON							
10. a	a) Personnel security screening level required / Niveau d	le controle de la securite du pe	rsonnel requis					
	TOP SECRET							
		IATO CONFIDENTIAL IATO CONFIDENTIEL	NATO SECRET NATO SECRET	COSMIC TOF				
	SITE ACCESS ACCÈS AUX EMPLACEMENTS							
	Special comments: Commentaires spéciaux : FAZ with Escort							
	NOTE: If multiple levels of screening are ident REMARQUE: Si plusieurs niveaux de contro			rité doit être four	rni.			
10. I	) May unscreened personnel be used for portions of the	work?			~	No	Yes	
	Du personnel sans autorisation sécuritaire peut-il se vi	oir confier des parties du trava	11.7			Non No	Oui Yes	
If Yes, will unscreened personnel be escorted?  Dans l'affirmative, le personnel en question sera-t-il escorté?  N								
-VA	T C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESUI	DES DE DROTECTION (FOLI	DNICCELID)					
	FORMATION / ASSETS / RENSEIGNEMENTS / BIE		KNISSEUK)					
11.	a) Will the supplier be required to receive and store PRC	OTECTED and/or CLASSIFIED	) information or assets on its site of	r	1	No	Yes	
	premises? Le fournisseur sera-t-il tenu de recevoir et d'entrepose CLASSIFIÉS?	er sur place des renseignemen	ts ou des biens PROTÉGÉS et/ou			Non	Oui	
	CLASSIFIES!							
11.	<ul> <li>will the supplier be required to safeguard COMSEC in Le fournisseur sera-t-il tenu de protéger des renseigne</li> </ul>		C?		•	No Non	Yes Oui	
PF	ODUCTION							
11. (	c) Will the production (manufacture, and/or repair and/or mo occur at the supplier's site or premises?	odification) of PROTECTED and	l/or CLASSIFIED material or equipm	ent	~	No Non	Yes Oui	
	Les installations du fournisseur serviront-elles à la produc	ction (fabrication et/ou réparatio	n et/ou modification) de matériel PR	OTĖGĖ	•	Non	Oui	
	et/ou CLASSIFIÉ?							
INI	FORMATION TECHNOLOGY (IT) MEDIA / SUPPORT	RELATIF À LA TECHNOLOGI	E DE L'INFORMATION (TI)					
11.	d) Will the supplier be required to use its IT systems to elect	tronically process, produce or st	ore PROTECTED and/or CLASSIFI	ED	~	No [	Yes Oui	
	information or data?  Le fournisseur sera-t-il tenu d'utiliser ses propres système	nes informatiques pour traiter, pro	oduire ou stocker électroniquement	des		Non _	Oui	
	renseignements ou des données PROTÉGÉS et/ou Cl							
11.	e) Will there be an electronic link between the supplier's IT	systems and the government	department or agency?			No [	Yes	
	Disposera-t-on d'un lien électronique entre le système int gouvernementale?					Non _	Oui	
	gouvernementale?							

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
Unclassified

Canadä



of Canada

Government Gouvernement du Canada

Contract Number / Numéro du contrat

SRCL102231 / PR 202304218

Security Classification / Classification de sécurité Unclassified

#### PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions. Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

#### SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie					NATO				COMSEC							
	Α	В	С	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP		OTECTE ROTÉGE		CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		SECRET COSMIC TRÈS SECRET	А	В	С	CONFIDENTIEL		TRES SECRET
nformation / Assets Renseignements / Biens	,															
Production																
T Media / Support TI																
T Link / ien électronique																
2. a) Is the descrip La description										SIFIÉE?					<b>✓</b> No Non	
	y thi			y annotating			m in the are									

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

« Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Government of Canada Gouvernement du Canada

Contract Number / Numéro du contrat SRCL102231 / PR 202304218 Security Classification / Classification de sécurité Unclassified

PART D - AUTHORIZATION / PART 12. Organization Project Authority / C					
Name (print) - Nom (en lettres moulée	Title - Titre				
Traine (print) Train (en lettres medies	50)	1100 1100		Signature	
Nadine Hodgson		Avionics Ma	anager		
Telephone No N° de téléphone	Facsimile No N° de	télécopieur	E-mail address - Adresse cour	rriel	Date
(613) 991-9992			nadine.hodgson@rcmp-grc.go	c.ca	
13. Organization Security Authority /	Responsable de la séc	urité de l'organ	iisme	ı	
Name (print) - Nom (en lettres moulée	•	Title - Titre		Signature	Slusarenko, Patrick Slusarenko, Patrick Gordon, 00025653 Gordon, 000256533
					3 Date: 2023 01 24 11:39:04
Patrick Slusarenko		Security Po	ilicy Analyst		-05'00'
Telephone No Nº de téléphone 343-550-6397	Facsimile No Nº de	télécopieur	E-mail address - Adresse cour Patrick.slusarenko@rcmp-gro		Date 01-24-2023
14. Are there additional instructions ( Des instructions supplémentaires				-elles jointes	No Yes Non Oui
15. Procurement Officer / Agent d'app	orovisionnement				
Name (print) - Nom (en lettres moulée	<b>⊉</b> \$)	Title - Titre		Signature	
		I		1	
Telephone No Nº de téléphone	Facsimile No Nº de	télécopieur	E-mail address - Adresse co	urriel	Date
16. Contracting Security Authority / A	utorité contractante en	matière de sé	cψrité		
Name (print) - Nom (en lettres moulée	es)	Title - Titre		Signature	
Telephone No N° de téléphone	Facsimile No Nº de	télécopieur	E-mail address - Adresse co	urriel	Date

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

- 1. Physical access is restricted to those specific areas of RCMP facilities required to meet the contract's objectives.
- 2. No Protected or Classified information or other assets will be removed from the RCMP facility without the approval of the Departmental representative or technical authority. If approved the transport and/or transmittal must comply with the security requirements identified in the RCMP's Transport and Transmittal Guide.
- 3. Restricted items such as cameras, mobile telephones, and audio/visual devices will be surrendered to the main security desk upon arrival at any RCMP facility unless prior written approval has been obtained.
- 4. If applicable the Contractor must hold a valid Document Safeguarding Capability (DSC).
- 5. The information disclosed under this contract will be administered, maintained, and disposed of in accordance with RCMP Security Policies and the Policy on Government Security.
- 6. 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.
- 7. The Contractor will be responsible for advising the RCMP of any changes in personnel security requirements. Ie: Cleared personnel leaving the company or no longer supporting the RCMP contract, new personnel requiring a clearance and personnel requiring clearance renewal.
- 8. All Contractor personnel will be required to obtain and maintain a personnel security clearance 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 level for this work is set at Facility

Access 2 (FA2). If on site at RCMP an escort will be required.

## **Personnel Security Requirements**

## **RCMP Facility Access, Level 2**

For Contractors who will not have access to protected or classified information, systems, or assets. If required on site they will require an escort, if work is off site the FA2 clearance is required with no escort. Any mission critical equipment will be removed or disabled if work occurs off site. In this scenario, the RCMP wishes to conduct local law enforcement checks only. For PWGSC procurement purposes, this should be identified in the contractual documents. Contractor personnel must submit to local law enforcement verification by the RCMP, prior to admittance to the facility or site. The RCMP reserves the right to deny access to any facility or site or part thereof to any Contractor personnel, at any time.

To initiate the online clearance process please contact your Procurement officer or client contact who will fill out a 4023 (internal form) to initiate the process. The resources will receive instructions via email for

their appropriate security level. This process follows Treasury Board Standards.

#### **ANNEX "D"**

#### **INSURANCE REQUIREMENTS**

## Aviation Liability Insurance - G2030C (2018-06-21)

- The Contractor must obtain Aviation Liability Insurance for Bodily Injury (including passenger Bodily Injury) and Property Damage, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.
- 2. The Aviation Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, represented by Public Works and Government Services Canada.
  - b. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - c. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - e. Employees and, where applicable, Volunteers must be included as Additional Insured.
  - f. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - g. Employers Liability (unless we have confirmation that all employees are covered by Worker's compensation WSIB or similar program)
  - h. Hangarkeeper's Liability: To cover loss of and/or damage to aircraft on the ground in the care, custody or control of the Contractor.
  - Products and Completed Operations: To cover liability arising from the sale and service
    of aviation products, assembly and repair activities, in connection with the Work
    performed by or on behalf of the Contractor.
  - j. Airport Tenants' Legal Liability Broad Form: To protect the Contractor for liabilities arising from its occupancy of leased airport premises.
  - k. Non-owned Aircraft Liability: To protect the Contractor for liabilities arising from its use of aircraft owned by other parties including Canada.
  - Litigation Rights: Pursuant to subsection 5(d) of the <u>Department of Justice</u>
     Act, S.C. 1993, c. J-2, s. 1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an



Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt. For the province of Quebec, send to:

Director Business Law Directorate, Quebec Regional Office (Ottawa), Department of Justice, 284 Wellington Street, Room SAT-6042, Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel, Civil Litigation Section, Department of Justice 234 Wellington Street, East Tower Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

## Aircraft Hull Insurance - G3003C (2018-06-21)

The Contractor must obtain Aircraft Hull Insurance including All Risks Flight and Ground coverage, and maintain it in force throughout the duration of the contract, in an amount of not less than \$20,000,000.00 per facility. The Aircraft must be insured on Replacement Cost (new) value basis. Including any mission systems and equipment (fixed and removeable provisions) The Aircraft Hull insurance policy must include the following:

- a. Waiver of Subrogation: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Royal Canadian Mounted Police (RCMP) and Public Works and Government Services Canada for any and all loss of or damage to the aircraft however caused.
- b. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy