Title - Suiet

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Bid Receiving/Réception des soumissions

David.Repsys@rcmp-grc.gc.ca

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

Proposal to: Royal Canadian Mounted Police

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux : Gendarmerie royale du Canada

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

Comments: - Commentaires:

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

Title – Sujet Maxxmar Dual Opera Horizontal Roller Shades or equivalent.			al	Dat 202	t e 23-05-03
Solicit 202304	ation No. – Nº c 4051/A	le l'invitation	on		
Client 202304	Reference No. 4051	- No. De Ré	éférence	du C	Client
Solicit	ation Closes –	L'invitatior	n prend f	in	
At /à :	14 :00				Γ (Eastern Daylight Time) Ξ (heure avancée de l'Est)
On / le :	2023-05-18				
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servic			ces – Des	stina	tions des biens et
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Date





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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

- 1. Before any onsite work can begin, the following conditions must be met:
 - the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
 - (b) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or work sites;
- 2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- For additional information on security requirements, Bidders should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website. Please note, the above website is specific to PWGSC requirements and processes may differ from RCMP requirements.

1.2 Statement of Requirement

The Requirement is detailed under Part 6.2 of the resulting contract clauses.

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>.

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 (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements</u>, 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: 120 days

2.2 Submission of Bids

Bids must be submitted to the Contracting Authority 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 will not be accepted

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than <u>five (5)</u> 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: corporate_accounting@rcmp-grc.gc.ca

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 [1 soft copy in PDF format]
Section II: Financial Bid [1 soft copy in PDF format]
Certifications [1 soft copy in PDF format]

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

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

- a) prepare documents using Adobe PDF; and
- b) 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

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

3.1.1 Equivalent Products

- 1. Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:
 - a) designates the brand name, model and/or part number of the substitute product;
 - b) states that the substitute product is fully interchangeable with the item specified;
 - provides complete specifications and descriptive literature for each substitute product;
 - d) provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
 - e) clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
- 2. Products offered as equivalent in form, fit, function and quality will not be considered if:
 - f) the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
 - g) the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
- In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Annex B - Basis of Payment.

3.1.2 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

Refer to Attachment 1 to Part 4.

4.1.2 Financial Evaluation

For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Annex B – Basis of Payment

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price-Bid

4.2 Basis of Selection

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



ATTACHMENT 1 TO PART 4 - MANDATORY TECHNICAL CRITERIA

NOTE: Bidders offering to supply the Maxxmar Dual Opera Horizontal Roller Shades are not required to complete the below Mandatory Technical Criteria.

Bidders <u>not offering to</u> supply Maxxmar Dual Opera Horizontal Roller Shades <u>must</u> address each Mandatory Technical Criteria listed below in order to demonstrate product equivalence.

The Bidder **must** provide <u>brochures</u>, <u>schematics</u>, <u>technical specifications</u>, <u>attestation from the original</u> <u>equipment manufacturer (OEM)</u>, <u>or other supporting documentation</u> that clearly demonstrates compliance with <u>each</u> of the mandatory criteria below. Links to websites will not be accepted.

The Bidder <u>must</u> reference the page number of the specification in their technical data sheets or literature to demonstrate and support product compliance for each of the Mandatory Technical Criteria. The Bidder <u>must</u> provide as much detail as possible to support their comments and their claims of compliance for each specification.

NOTE: The Government of Canada is under NO obligation to seek clarification of the bid(s) or the supporting technical documentation provided. Failure to meet any of the following will render your proposal non-compliant and will be given no further consideration.

Item	Requirement	Bidder to Reference Page Number / Comments
M1	Type: Dual Opera Horizontal Roller Shades	
M2	Fabric Composition:	
	 5% Solar Shade: Polyester and PVC Blackout Roller Shade: Polyester and fiberglass 	
М3	Openness Factor: Approximately 5%: +/- 1 %	
M4	UV Blockage: Approximately 95%: +/- 1 %	
M5	Fabric Details:	
	- Flame retardant material that passes NFPA-701 - Bacterial and Fungal Resistance: ASTM E 2180	
M6	Fascia:	
	- Size: 4"- Colour: neutral off-white color- Material: Aluminum	
M7	Shade Colour: Neutral off-white color.	
М9	Operating System: Opera Cassette with chain lift control or similar.	
M10	Bottom Bar: Fabric covered round bottom bar with end cap	

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 (http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaires-forms-eng.html).

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 Employment and Social Development Canada (ESDC) – Labour's 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.

5.1.3 Additional Certifications 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 of this documentation 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.

Attachment 1 to PART 5 CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid or tender (hereinafter "bid") to:

Royal Canadian Mounted Police

for: Maxxmar Dual Opera Horizontal Roller Shades or equivalent - 202304051/A

in response to the call or request (hereinafter "call") for bids made by:

David	Re	กรง	/S
David		$\boldsymbol{\nu}$, 3

(Name of Tendering Auth	oritv)
-------------------------	--------

do hereby make the fo	ollowing statements that I certify to be true and complete in every	/ respect:
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 Bid	der)
(Position Title)	(Date)

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 Security Requirements

- **6.1.1** The following security requirements at Annex C apply and form part of the Contract.
 - 6.1.1.1 The Contractor's resource(s) are required to be security cleared at the level of **RCMP Facility Access Level 2 FA2 with escort** as verified by the Personnel Security Unit (PSU) of the Royal Canadian Mounted Police (RCMP).
 - 6.1.1.2 The Contractor's resource(s) SHALL NOT remove or make copies of any DESIGNATED or CLASSIFIED information or assets from the identified work site(s).

6.2 Statement of Requirement

The Contractor must provide the items in accordance with the Statement of Requirement at Annex A.

6.3 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.

6.3.1 General Conditions

<u>2010A (2022-12-01), General Conditions - Goods (Medium Complexity),</u> apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

4013 (2022-06-20), Compliance with on-site measures, standing orders, policies, and rules

4014 (2022-06-20), Suspension of the work

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to 2023-06-16 inclusive.

6.4.2 Delivery Date

All the deliverables must be received on or before 2023-06-16 inclusive.

6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex A of the Contract.

6.4.4 Shipping Instructions – Free on Board Destination and Delivered Duty Paid

Goods must be consigned and delivered to the destination specified in the contract: Incoterms 2010 "DDP Delivered Duty Paid" Ottawa, Ontario.

6.4.5 Inspection and Acceptance

The Project 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.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: David Repsys

Title: Procurement Specialist

Organization: Royal Canadian Mounted Police Directorate: Procurement and Contracting

Address: 73 Leikin Dr, M1, 4th Floor, Mailstop #1, Ottawa, ON

Telephone: 343-575-5298

E-mail address: David.Repsys@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 Project Authority

The Project Authority for the Contract is:

(To be inserted at time of Contract award).

The Project 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 time of Contract award).

6.6 Payment

6.6.1 Basis of Payment – Firm Unit Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices as specified in Annex B – Basis of Payment.

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.

6.6.3 Method of Payment

SACC Manual clause H1000C (2008-05-12), Single Payment

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.
- 2. Invoices must be distributed as follows:

- a) One (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract for certification and payment;
- b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract;

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.

6.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in (Insert 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 supplemental general conditions 4013 (2022-06-20), Compliance with on-site measures, standing orders, policies, and rules, 4014 (2022-06-20), Suspension of the work
- c. the general conditions <u>2010A</u> (<u>2022-12-01</u>), <u>General Conditions Goods (Medium</u> Complexity);
- d. Annex A, Statement of Requirement;
- e. Annex B, Basis of Payment;
- f. Annex C, Security Requirements Check List;
- g. the Contractor's bid dated: _____.(To be inserted at time of Contract award)

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 www.opo-boa.gc.ca.

6.12 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

6.14 Excess Goods

The quantity of goods to be delivered by the Contractor is specified in the Contract. The Contractor remains liable for any shipment in excess of that quantity whether the excess quantity is shipped voluntarily or as a result of an error by the Contractor. Canada will not make any payment to the Contractor for goods shipped in excess of the specified quantity. Canada will not return the said goods to the Contractor unless the Contractor agrees to pay for all the costs related to the return, including but not limited to administrative, shipping and handling costs. Canada will have the right to deduct such costs from any invoice submitted by the Contractor.

6.15 Condition of Material

The Contractor must provide material that is new production of current manufacture supplied by the principal manufacturer or its accredited agent. The material must conform to the latest issue of the applicable drawing, specification and part number, as applicable, that was in effect on the bid closing date.

ANNEX A - STATEMENT OF REQUIREMENT

1. TITLE

1.1 Maxxmar Dual Opera Horizontal Roller Shades or equivalent

2. BACKGROUND

2.1 The Canadian Police College (CPC/RCMP) is seeking replacement window coverings for one of their facilities.

3. REQUIREMENTS

Requirement: Maxxmar Dual Opera Horizontal Roller Shades or equivalent.

The Contractor must provide the above mentioned products or equivalent meeting the specifications detailed below:

Specifications	Description
Туре	Dual Opera Horizontal Roller Shades
Brand	Maxxmar or equivalent
Fabric Composition	- 5% Solar Shade: Polyester and PVC - Blackout Roller Shade: Polyester and fiberglass
Openness Factor	Approximately 5%: +/- 1 %
UV Blockage	Approximately 95%: +/- 1 %
Fabric Details	- Flame retardant material that passes NFPA-701 - Bacterial and Fungal Resistance: ASTM E 2180
Fascia	- Size: 4" - Colour: neutral off-white color - Material: Aluminum
Shade Colour	Neutral off-white color.
Quantity & Sizes	Various (ref. Section 3 – DELIVERABLES)
Operating System	Opera Cassette with chain lift control or similar.
Bottom Bar	Fabric covered round bottom bar with end cap
Installation Hardware	Installation hardware included.



4. DELIVERABLES

Item #	Description	Sizes (Width x Height)	Quantity
4.1	Dual Opera Horizontal Roller Shades	101" x 51"	107
4.2	Dual Opera Horizontal Roller Shades	48" x 51"	28
4.3	Dual Opera Horizontal Roller Shades	54" x 52"	2

5. CONSTRAINTS

- 5.1 The Contractor must arrange a site visit with the Project Authority at least five (5) business days in advance of placing the order to conduct onsite measurements and inspections. This work must be completed between 8:00 AM and 4:00 PM EST/EDT, Monday to Friday, not including statutory holidays observed by the RCMP
- 5.2 Prior to delivery the Contractor must inspect and measure all 137 identified installation locations. The Contractor must determine if the frames at the installation locations can accept the goods requested in this solicitation. At the discretion of the Project Authority, any necessary adjustments will be made to the deliverables accordingly.
- 5.3 Pre-existing window coverings will be removed and disposed of by the Project Authority.
- 5.4 All installations and repairs will be performed by the Project Authority.
- 5.5 Environmentally friendly packaging and delivery considerations is preferred.

6. DELIVERY LOCATION

Canadian Police College, 1 Sandridge road Ottawa, ON K1G 3J2

7. TRAVEL

7.1 Travel to the delivery location for the purpose of onsite measurements will be at the expense of the Contractor.

ANNEX B - BASIS OF PAYMENT

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices as specified below for a cost of \$ _____ insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

Goods must be consigned and delivered to the destination specified in the contract: Incoterms 2010 "DDP Delivered Duty Paid" Ottawa, Ontario.

FOR EVALUATION PURPOSES ONLY

The Bidder must provide their firm, all-inclusive* unit prices (excluding taxes) in the applicable tables below (column B) and complete the extended price calculation (column C). The Bidder must provide separately the applicable provincial tax rate. Failure to complete the table in full could result in the bid being deemed non-responsive and given no further consideration.

*The total evaluated price: C1 or C2 (taxes not included)

Bidders must only complete one (1) table:

Bidders offering Maxxmar Dual Opera Horizontal Roller Shades must complete Table 1(a). Bidders offering an equivalent product must complete Table 1(b).

TABLE 1(a) - Maxxmar Dual Opera Horizontal Roller Shades

Annex A Item	Description of the Deliverable	Unit of Issue	Quantity (A)	Unit Price (B)	Extended Total (C=A x B)
4.1	Maxxmar Dual Opera Horizontal Roller Shades Size: 101" x 51"	EACH	107		
4.2	Maxxmar Dual Opera Horizontal Roller Shades Size: 48" x 51"	EACH	28		
4.3	Maxxmar Dual Opera Horizontal Roller Shades Size: 54" x 52"	EACH	2		
4.1, 4.2, 4.3	Shipping and Handling	EACH	1		
		Total	for evaluat	ion purposes Taxes	(C1)
				Total	



TABLE 1(b) – Equivalent Product

Annex A Item	Description of the Deliverable	Unit of Issue	Quantity (A)	Unit Price (B)	Extended Total (C=A x B)
4.1	Make: Model: Size: 101" x 51"	EACH	107		
4.2	Make: Model: Size: 48" x 51"	EACH	27		
4.3	Make: Model: Size: 54" x 52"	EACH	2		
4.1, 4.2, 4.3	Shipping and Handling	EACH	1		
		Total	for evaluat	ion purposes	(C2)
	Taxes				
				Total	



ANNEX C - SECURITY REQUIREMENTS CHECK LIST (SRCL) & SECURITY GUIDE

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

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)						
PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE						
 Originating Government Department or Organiz Ministère ou organisme gouvernemental d'origir 	ation ne			2. Branch or Directorate / Dire	ction générale ou Direction	
RCMP				Canadian Police College		
3. a) Subcontract Number / Numéro du contrat de	sous-traitance	3. b) Name an	d Address	of Subcontractor / Nom et adre	esse du sous-traitant	
4. Brief Description of Work - Breve description du	travail					
To do a site visit and confirm the window me.	asurements to t	he blinds repla	cement in	all bedrooms in building A.		
 a) Will the supplier require access to Controlled Le fournisseur aura-t-il acces à des marchan 	Goods? dises contrôlées?	,			No Non Yes Oui	
5. b) Will the supplier require access to unclassifie	ed military technic	al data subject to	the provis	sions of the Technical Data Cor		
Regulations? Le fournisseur aura-t-il accès à des données Règlement sur le contrôle des données tech	techniques milita niques?	ires non classifié	es qui sor	t assujetties aux dispositions d	u Non Oui	
6. Indicate the type of access required - Indiquer le	21					
Will the supplier and its employees require a Le fournisseur ainsi que les employés auroni (Specify the level of access using the chart in (Préciser le niveau d'accès en utilisant le tab	t-ils accès à des r n Question 7. c)	enseignements o	u à des bi	information or assets? ens PROTÉGÉS et/ou CLASSI	FIÉS? Non Yes	
b) Will the supplier and its employees (e.g. clea No access to PROTECTED and/or CLASSIF Le fournisseur et ses employes (p.ex. nettoy L'accès à des renseignements ou à des bien	ners, maintenance ED information of eurs, personnel d is PROTEGES et	e personnel) req r assets is permi entretien) auront ou CLASSIFIES	uire acces tted. I-ils accès n'est pas	s to restricted access areas? à des zones d'accès restreinte: autorisé.	No Non Ves Non Ves Oui	
Is this a commercial courier or delivery requi S'agit-il d'un contrat de messagerie ou de livi	rement with no ov raison commercia	ernight storage? les sans entrepo	sage de n	uit?	No Yes	
7. a) Indicate the type of information that the supp	lier will be require	d to access / Ind	iquer le ty	pe d'information auquel le fourn	isseur devra avoir accès	
Canada	NAT	O/OTAN		Foreign / Étr	anger	
7. b) Release restrictions / Restrictions relatives à	la diffusion					
No release restrictions Aucune restriction relative à la diffusion	All NATO count Tous les pays o			No release restriction Aucune restriction re à la diffusion		
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 l	e(s) pays :	Specify country(ies):	/ Préciser le(s) pays :	
7. c) Level of information / Niveau d'information						
PROTECTED A PROTEGÉ A	NATO UNCLAS NATO NON CL			PROTECTED A PROTEGÉ A		
PROTECTED B PROTEGE B	NATO RESTRI	CTED ON RESTREINT	E	PROTECTED B PROTEGE B		
PROTECTED C PROTEGE C	NATO CONFID			PROTECTED C PROTEGÉ C		
CONFIDENTIAL CONFIDENTIEL	NATO SECRET			CONFIDENTIAL CONFIDENTIEL		
SECRET	COSMIC TOP :	SECRET SECRET		SECRET SECRET		
TOP SECRET TRÈS SECRET				TOP SECRET TRÈS SECRET		
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)				TOP SECRET (SIGI TRES SECRET (SIG	NT)	
	Security	Classification / (Classificati	on de sécurité		
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PART A (continued) / PARTIE A (suite)										
8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No Non Ves If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité:										
Will the supplier require access to extremely sensitive INFOSEC information or assets: Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?										
Short Title(s) of material / Titre(s) abrégé	Short Title(s) of material / Titre(s) abrégé(s) du matériel :									
Document Number / Numéro du document :										
PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR) 10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis										
RELIABILITY STATUS COTE DE FIABILITÉ	CONFIDENTIAL	SECRET SECRET	TOP SECRET TRÊS SECRET							
TOP SECRET - SIGINT TRÊS SECRET - SIGINT	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET							
SITE ACCESS ACCES AUX EMPLACEMENTS										
Special comments: Commentaires spéciaux : Facility Access II with escort - Accès aux installations II avec escorte										
NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.										
10. b) May unscreened personnel be used for Du personnel sans autorisation securi	r portions of the work? taire peut-il se voir confier des parties du trav	vail?	No Non Yes Oui							
If Yes, will unscreened personnel be e Dans l'affirmative, le personnel en que	No Yes									
PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)										
INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS										
premises?	and store PROTECTED and/or CLASSIFIED ir et d'entreposer sur place des renseigneme		V Non Oui							
NAME OF THE PARTY			Section 2							
11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de proteger des renseignements ou des biens COMSEC?										
PRODUCTION										
equipment occur at the supplier's site	or repair and/or modification) of PROTECTEI or premises? int-elles à la production (fabrication et/ou rép.		No Non Yes Non Oui							
INFORMATION TECHNOLOGY (IT) MEDIA	/ SUPPORT RELATIF À LA TECHNOLOG	IE DE L'INFORMATION (TI)								
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTEGÉS et/ou CLASSIFIÉS?										
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?										
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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 oi-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.																
For users completing the form online (via the Intenet), the summary chart is automatically populated by your responses to previous questions. Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulair.																
					SUMMA	ARY CHA	ART / TABL	EAU RÉCAP	ITULAT	TF.						
Category Catégorie	ory PROTECTED PROTÈGÉ			CLASSIFIED CLASSIFIÉ			NATO			COMSEC						
	A	В	C	Confidential Confidential	Secret Top Secret	NATO Restricted	NATO Confidential	NATO Secret	COSMIC Top Secret	Protected Protégé		Confidential Confidential	Secret	Top Secret		
				od ilizariaci		Très Secret	NATO Diffusion Restreinte	NATO Confidentiel		COSMIC Très Secret	A	Œ	С	Some		Très Secret
Information / Assets Renseignements / Biens																
Production																
IT Media Support TI																
IT Link Lien électronique																
12. a) Is the description of the work contained within this SRCL PROTECTED and/or, CLASSIFIED? La description du travail visé par la présente LVERS est-elle de nature PROTEGÉ et/ou CLASSIFIÉE? If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification". Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée.																
12. b) Will the document attached to this SRCL be PROTECTED and/or CLASSIFIED? La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No Ves Oui																
If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments). Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « 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).																

Security Classification / Classification de sécurité Unclassified / non-classifiée

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Security Clauses

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

- 1. Contractor and sub-contractor personnel will be required to obtain and maintain a personnel security clearance/status commensurate with the sensitivity of the work being performed throughout the life cycle of the contract (in accordance with the provisions of the SRCL).
- Subcontracts are NOT to be awarded without review and prior written permission from the RCMP Contract Authority, who is responsible for contacting and liaising with the RCMP Departmental Security Section.
- 3. The contractor will be responsible for advising the RCMP of any changes in personnel security requirements. For example: Cleared personnel leaving the company or no longer supporting the RCMP contract, new personnel requiring security screening and personnel requiring renewal of their personnel security screening.
- 4. Before entering an operational area of an RCMP building/facility, contractors must turn in all electronic devices, e.g. cell phones, cameras, PDAs to the reception/security desk until the person leaves. EXCEPTION: A contractor with a valid RCMP Enhanced Reliability Status.
- 5. Contractors are forbidden from taking photographs on RCMP property. If photographs must be taken, written permission must first be received from the detachment/unit commander and relayed to the property security authority (e.g. commissionaires) on site.
- 6. A building access card is required for admittance to, or movement within an RCMP building/facility. The building access card must be worn and visible at all times.
- 7. No sensitive (Protected / Classified) hard copy information or assets shall be removed from the RCMP building/facility.
- 8. No sensitive (Protected / Classified) electronic information or assets shall be removed from RCMP networks or property.
- 9. No sensitive (Protected / Classified) information shall be electronically transmitted to or processed at the contractor's site.
- 10. Physical access to RCMP facilities/sites is restricted to those specific areas required to meet the contract's objectives



- 11. Certain areas, based on the sensitivity of the information being processed/stored or the work being done, will require a technical and/or client escort.
- 12. The contractor will promptly notify the RCMP of any unauthorized use or disclosure of the information exchanged under this contract and will furnish the RCMP with details of the unauthorized use or disclosure.
- 13. If the nature or scope of the work changes, the contractor must promptly notify the RCMP Contract Authority, who will contact and liaise with Departmental Security Section, to review and determine appropriate security mitigations.