

RETURN BIDS TO: RETOURNER LES SOUMISSIONS A :

Bid Receiving/Réception des sousmissions

RCMP E Division Procurement & Contracting Unit 14200 Green Timbers Way, Mailstop 1004 Surrey, BC, V3T 6P3 Attn: Stephanie Kington

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-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments: - Commentaries:

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Title - Sujet Rapid Deployment (RAD) Shelters				Date 202	e 0/05/05
M2989-9-04	•				
Client Refe	erence No No	. De Référe	ence du (Clien	t
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At /à :	2 :00 pm			PDT HAP Paci	(Pacific Daylight Time) (heure avancée du lfic)
On / le :	2020/06/16				
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services	n of Goods and — Voir aux prés		– Destina	ation	s des biens et
Instruction See herein	is — Voir aux prés	sentes			
Address In	quiries to -				
Adresser t	oute demande Kington Email	de renseig	nements	a Orom	an are ac ec
	No. – No. de té				o. – No. de télécopieur
778-290-28			778-290		
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					ehalf of Vendor/Firm
	seur/de l'entrep				isée à signer au nom en caractères
Signature			Date		





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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with the requirement.

1.2 Requirement

The requirement is detailed under Article 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/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 2003 (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, 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 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 epost Connect service.

Due to the nature of the bid solicitation, 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 British Columbia.

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 the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (1 hard copies)

Section III: Certifications (1 hard copies)

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 hard copy bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (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 Policy on Green
Procurement (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, bidders should:

- 1) 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
- 2) 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.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment (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

Minimum Mandatory Specifications					
Line	Criteria	Compliancy Yes/No	Proposal References: Indicate clearly where in the Proposal document the mandatory criteria is located.		
M1	All Welding and fabrication shall be in accordance				
	with CSA Certification Standard W59.2 - 2018				
	(Welded Aluminum Construction).				
M2	The Radio Shelter shall be constructed of type 5052				
	sheet Aluminum alloy. All flat bar, angle, and pipe				
	shall be Aluminum 6061-T6 extruded. All unistrut				
	channels shall be Aluminum type 6063-T5/T6. All non-Aluminum parts shall be hot dipped galvanized.				
M3 Doors must provide removable access to the inside					
	of the shelter, and when installed must provide a seal				
	against snow/water ingress on the top and sides				
	only. The seal must be by way of a 5/8 inch bulb				
	seal (ex. Faucher Industries Edge Trim product				
	6234478 or equivalent) installed on the top and				
	sides.				
M4	Powder coat materials shall be Tiger Drylac or				
	equivalent, acceptable for use on exterior work and				
	of quality to withstand transportation and inclement				
	weather. Powder coating must cover the exterior and				
	interior of shelter.				

4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.



4.2 Basis of Selection

4.2.1 Basis of Selection - Mandatory Technical Criteria

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.



PART 5 - CERTIFICATIONS

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 may 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 <u>Ineligibility and Suspension Policy</u> (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 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 Annex "C") 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.



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 There is no security requirement applicable to the Contract.

6.2 Requirement

The Contractor must provide RAD Shelters in accordance with the Requirement at Annex "A" and the Contractor's technical bid entitled , dated .

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

2010A (2018-06-21), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

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 31, 2021 inclusive.

6.4.2 Delivery Date

The initial deliverables must be received on or before August 15, 2020.

6.4.3 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex A of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.



6.4.4 Delivery Points

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Stephanie Kington
Procurement Officer
E Division - Procurement & Contracting Unit
Mailstop #909 - 7th Floor
14200 Green Timbers Way
Surrey, BC V3T 6P3
Tol: 778-290-2816

Tel: 778-290-2816 Fax: 778-290-6110

Email: stephanie.kington@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 named above 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 Technical Authority, however the Technical 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

Name:	 	
Title:	 	
Address:	 	
Address:		
Phone:		
Email:		



6.6 Payment

6.6.1 Basis of Payment - Firm Unit Price

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

6.6.2 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.

6.6.3 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

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. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - 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 the name of the province or territory as specified by the Bidder in its bid, if applicable)

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 2010A (2018-06-21), General Conditions Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) Annex C. Certificate of Independent Bid Determination
- (f) Annex D, Commercial General Liability Insurance
- (g) Annex E, Drawings
- (h) the Contractor's bid dated _____ (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award: ", as clarified on _____" or ", as amended on _____" and insert date(s) of clarification(s) or amendment(s))

6.11. Procurement Ombudsman

6.11.1 Dispute Resolution Services

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 30 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the *Department of Public Work and Government Services Act* and Section 23 of the *Procurement Ombudsman Regulations*.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by e-mail at boa.opo@boa-opo.gc.ca, or by web at www.opo-boa.gc.ca.

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 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.

ANNEX "A"

E Division – Rapid Deployment (RaD) Shelters Requirement

1 Overview

RCMP Radio Technology Program has a requirement for Rapid Deployment (RaD) shelters. These transportable shelters are used to provide emergency or extended service in mountainous areas in inclement weather. These units are portable and configurable for different applications and are to be fabricated in accordance with this general specification and an associated fabrication drawing.

The initial order will consist of three (3) units delivered by August 15, 2020. The contract will also include optional purchases of up to ten (10) further units between the initial order and March 31, 2024. All options exercisable at sole discretion of RCMP.

1.1 General Requirements

Fabricate, transport, and deliver radio shelter to location specified.

1.2 Scope of Work

 The contract will include the fabrication, powder coating and delivery of radio shelters as specified in this General specification and the fabrication drawings.

1.3 Drawings and Measurements

- This Specification and detailed drawings are intended to be complimentary for shelter fabrication. Any discrepancies between the two must be clarified with and approved by the RCMP technical authority.
- The Contractor has the option to view a sample RAD shelter in Chilliwack, B.C. Any
 costs of doing so must be included in the bid price. Alternately, specific photos may be
 provided as requested.



1.4 Standards and Workmanship

- Materials, Workmanship and finish throughout must be equal to the best modern practice for Aluminum fabrication and construction.
- All Welding and fabrication shall be in accordance with CSA Certification Standard W59.2 (Welded Aluminum Construction). All welds must be continuous and provide 100% protection against wind driven rain and standing water in all welded areas.
- All like parts shall be interchangeable.

1.5 Inspection

- The Technical Authority will inspect the fabricated unit before any finish paint material is applied.
- The contractor shall notify the Technical Authority when units are ready to arrange the inspection of work.

1.6 Transportability and Labelling

- Unit will be transportable by road, rail, water and air. Units will be 100% transportable via the load bearing base or, just by the fly hooks.
- Each unit shall be labelled with a weatherproof label tag to indicate date of manufacture and the finished weight in kg.

1.7 Transportation and Delivery

- Unit delivery shall be coordinated with the Technical Authority. No equipment, assistance or facilities of any kind will be provided by the RCMP
- The Manufacturer will be responsible to make arrangement for and provide any equipment necessary for unit delivery.
- Units shall be delivered in a clean and presentable state so that they can be inspected prior to acceptance by the RCMP.
- Finished product shall be delivered to:

RCMP E-Division Stores (Radio Technology)
Attn: *(To be inserted at contract award.)*45101 Caen Ave, Unit 1151
Chilliwack, BC.
V2R 0N3.



1.8 Warranty

 The contractor shall be responsible for the Radio Shelter until it has been delivered at the specified location and accepted by the RCMP. Any damage incurred prior to RCMP acceptance of the completed unit shall be rectified at the manufacturers' expense to the satisfaction of the RCMP.

2 Structure Construction

2.1 Materials

- The Radio Shelter shall be constructed of type 5052 sheet Aluminum alloy. All flat bar, angle, and pipe shall be Aluminum 6061-T6 extruded. All unistrut channels shall be Aluminum type 6063-T5/T6. All non-Aluminum parts shall be hot dipped galvanized.
- Materials shall be free from defects impairing strength, durability or appearance, and be of the best commercial quality for purposes specified.

2.2 Skid-frame and Chassis

2.2.1 Frame Bottom

Bottom of shelter will have pockets for the purpose of lifting the unit with a fork lift.

2.2.2 Floor Inside

The floor will have aluminum unistrut channels welded as per shelter drawings. These
will be used as anchor points for securing of internal loads. The spacing of channels is
critical for aligning equipment racks that have factory drilled mounting holes.

2.2.3 **Doors**

Doors must provide removable access to the inside of the shelter, and when installed
must provide a seal against snow/water ingress on the top and sides only. The seal
must be by way of a 5/8 inch bulb seal (ex. Faucher Industries Edge Trim product
6234478) installed on the top and sides.

2.2.4 Weatherproof

 The complete fabricated unit shall be tested for any ingress of water through the top and side seams/weld points. This weatherproofing is required to protect sensitive electronics equipment to be installed in the chassis against the elements.



2.3 Fly Hooks

 A Fly hook is required on each upper corner of the shelter for total of four. The hooks will be used for slinging a fully populated/configured shelter with a helicopter.

2.4 Stabilizing & Levelling Feet

• The shelter bottom has four (4) feet for the purpose of stabilizing and levelling the unit at the installation site. All non-aluminum parts shall be hot dipped galvanized.

3 Powder Coating

3.1 Fabrication Inspection

 The fabricated unit must be inspected by the RCMP Technical Authority prior to. Powder coating.

3.2 Materials and Preparation

- Surfaces to be powder coated must first be prepared by sand blasting.
- Powder coat materials shall be Tiger Drylac or equivalent, acceptable for use on exterior work and of quality to withstand transportation and inclement weather. Powder coating must cover the exterior and interior of shelter.

3.3 Colors

- All visible exterior surfaces will be painted in "Forest Green" in a non-glossy finish. The interior colour shall be gloss white.
- All finish materials and colors shall be coordinated with and approved by the RCMP Technical Authority.

ANNEX "B"

Basis of Payment

Firm Initial Quantity (by 2020/08/15)

Item	Description	Total Quantity	Firm Unit Price, DDP Destination, Applicable taxes Extra	Extended Price (Quantity x Firm Unit Price) (A)
1	RAD Shelter	3	\$	\$

Optional Quantities - Up to 10 RAD Shelters

Year 1 & 2 (2020/xx/xx to 2022/03/31) (To be inserted at contract award.)

Item	Description	Total Quantity	Firm Unit Price, DDP Destination, Applicable taxes Extra	Extended Price (Quantity x Firm Unit Price) (B)
1	RAD Shelter	5*	\$	\$

Year 3 & 4 (2022/04/01 to 2024/03/31)

Item	Description	Total Quantity	Firm Unit Price, DDP Destination, Applicable taxes Extra	Extended Price (Quantity x Firm Unit Price) (C)
1	RAD Shelter	5*	\$	\$

Total Evaluated Price (A+B+C)	\$

^{*} For the purposes of determining a total bid price (only), a quantity of shelters have been estimated as an optional purchase quantity for each twenty-four (24) month period under this contract. It is not the RCMP's intention to indicate herein a purchase time frame with these estimates. Some or all of the optional quantities could be purchased at any point throughout the Contract period.

ANNEX "C" to PART 5

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the u	ndersigned, in submitting the accompanying bid or tender (hereinafter "bid") to:
(Corpo	rate Name of Recipient of this Submission)
for:	(Name and Number of Bid and Project)
	(Name and Number of Bid and Project)
in resp	onse to the call or request (hereinafter "call") for bids made by:
(Name	of Tendering Authority)
do here	eby make the following statements that I certify to be true and complete in every respect:
I certify	r, 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.

der)	
,	
(Date)	

ANNEX "D"

Commercial General Liability Insurance

- 1. The Contractor must obtain Commercial General Liability Insurance, 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 \$2,000,000 per accident or occurrence and in the annual aggregate.
- 2. The Commercial General 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, as represented by Public Works and Government Services Canada.
- b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e. 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.
- f. Blanket 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.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. 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.
- k. 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.

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 codefend 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. Annex E

Drawings

Please contact the Contracting Authority named herein to obtain a copy of the Drawings.