



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

RCMP-GRC

Bid Receiving/Réception des soumissions

Attn: Diane Perkins

Email: Diane.Perkins@rcmp.grc.gc.ca

INVITATION TO TENDER

INVITATION À SOUMISSIONNER

Proposal to: Royal Canadian Mounted Police

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

Proposition aux: Gendarmerie royale du Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille 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: Construction: Modular Detachments Re-tender | | Date : February 9, 2022 |
| Solicitation No. – N° de l’invitation : 202205180 | | |
| Client Reference No. - No. De Référence du Client : | | |
| Solicitation Closes –L’invitation prend fin | | |
| at/à: | 2:00 pm | EST (Eastern Standard Time) HNE (heure normale de l’Est) |
| on/le: | March 10, 2022 | |
| Delivery – Livraison : See herein. | Taxes : See herein. | Duty – Droits : See herein. |
| Destination of Goods and Services – Destinations des biens et services : See herein. | | |
| Instructions : See herein. | | |
| Address Enquiries to - Adresser toute demande de renseignements à : Diane.Perkins@rcmp-grc.gc.ca | | |
| Telephone No. – No. de téléphone: 613-327-7437 | | |
| Delivery Required - Livraison exigée: See herein. | Delivery Offered - Livraison propose: | |
| Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l’entrepreneur: | | |
| Telephone No. – No. de téléphone: | | |
| Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur/de l’entrepreneur (taper ou écrire en caractères d’imprimerie) : | | |
| Signature | Date | |



CONSTRUCTION INVITATION TO TENDER

Two Phase (Standard)
(Construction: Modular Detachments Re-tender)

IMPORTANT NOTICE TO BIDDERS

RE-TENDER

The requirement for the construction of Modular Detachments is being re-tendered. This Invitation to Tender (ITT) 202205180 supersedes the previous ITT 202101423. The onus is on the Bidder to review all material in this new solicitation.

TWO PHASE SELECTION PROCESS

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

THIS DOCUMENT CONTAINS AN INDUSTRIAL SECURITY REQUIREMENT

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

APPROVAL OF ALTERNATIVE MATERIALS (APPLICABLE TO PHASE TWO)

In accordance with R2710T (2021-04-01) GI 15 Approval of Alternative Materials, when materials are specified by trade names or trademarks, or by manufacturers' or suppliers' names, the Phase Two bid shall be based on use of the named materials. During the Phase Two solicitation period, alternative materials may be considered provided full technical data is received in writing (using the Phase Two Request for Alternative Material Form in Appendix 4) by the Contracting Officer at least ten (10) calendar days prior to the Phase Two solicitation closing date. If the alternative materials are approved for the purposes of the Phase Two bid, an addendum to the Phase Two bid documents shall be issued.

COMPREHENSIVE LAND CLAIMS AGREEMENTS (CLCAs)

This procurement is subject to the following Comprehensive Land Claims Agreement(s):

- Maa-nulth First Nations Final Agreement
- Tsawwassen First Nation Final Agreement
- James Bay and Northern Quebec Agreement (JBNQA)
- Eeyou Marine Region Land Claims Agreement
- Northeastern Quebec Agreement
- Nunavik Inuit Land Claims Agreement
- Labrador Inuit Land Claims Agreement
- Gwich'in Comprehensive Land Claims Agreement
- Inuvialuit Final Agreement
- Sahtu Dene and Metis Comprehensive Land Claims Agreement
- Tlicho Land Claims Agreement
- Carcross/Tagish First Nations Final Agreement
- Champagne and Aishihik First Nations Final Agreement
- Kluane First Nation Final Agreement
- Kwanlin Dun First Nation Final Agreement
- Little Salmon/Camacks First Nations Final Agreement
- First Nation of Nacho Nyak Dun Final Agreement
- Selkirk First Nation Final Agreement
- Ta'an Kwach'an Council Final Agreement
- Teslin Tlingit Council Final Agreement
- Tr'ondëk Hwëch'in Final Agreement
- Vuntut Gwitchin First Nation Final Agreement



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R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2021-04-01)

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

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

| | |
|------|--|
| GI01 | Integrity Provisions - Bid |
| GI02 | Completion of Bid |
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| GI04 | Applicable Taxes |
| GI05 | Capital Development and Redevelopment Charges |
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| GI14 | Compliance with Applicable Laws |
| GI15 | Approval of Alternative Materials |
| GI16 | Intentionally left blank |
| GI17 | Conflict of Interest-Unfair Advantage |
| GI18 | Code of Conduct for Procurement—bid |

CONTRACT DOCUMENTS (CD)

SUPPLEMENTARY CONDITIONS (SC)

| | |
|------|---|
| SC01 | Security Related Requirements, Documents Safeguarding |
| SC02 | Insurance Terms |
| SC03 | Compliance with On-Site Measure, Standing Orders, Policies, and Rules |

APPENDIX 1 - PHASE ONE QUALIFICATION FORM

APPENDIX 2 - PHASE TWO INTEGRITY PROVISIONS

APPENDIX 3 - PHASE TWO LISTING OF SUBCONTRACTORS

APPENDIX 4 - PHASE TWO REQUEST FOR ALTERNATIVE MATERIAL FORM

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

ANNEX B - PHASE TWO SPECIFICATIONS

ANNEX C - PHASE TWO DRAWINGS

ANNEX D - SECURITY REQUIREMENT CHECK LIST (SRCL) & SECURITY GUIDE



ANNEX E - PHASE TWO CERTIFICATE OF INSURANCE
ANNEX F – PHASE TWO COVID-19 VACCINATION REQUIREMENT CERTIFICATION FORM



SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 INTRODUCTION

1. The Royal Canadian Mounted Police (RCMP) intends to retain a Contractor to provide the following construction services:
 - a. The Royal Canadian Mounted Police (RCMP) requires a firm quantity of 3 modular detachments (modules 100, 200 and 300), and may require up to 18 optional modular detachments (combination of any of the 4 types of modules included in the specifications and drawings). Work to include full mock-up set up of interconnected units (modules 100, 200 and 300) for inspection and commissioning at Contractor's facilities prior to transport.
 - b. The initial order (firm quantities) will consists of the following:
 - i. Modules 100, 200 and 300.
 - ii. One galvanized steel vehicle ramp.
 - iii. One sea Can 8'-0" x 20'-0" – new unit only.
 - iv. Emergency stairs on module 300 – galvanized steel.
 - v. Galvanized deck and stairs for module 300.
 - vi. Furnace option to be: Electric.
 - vii. Module support blocking.
 - viii. Develop an order form for subsequent orders (optional quantities).
 - ix. For all 4 modules in the project, Engineering, and shop drawings must submitted for review and approval by the Departmental Representatives. These drawings will be done for future commissions of these units by the Departmental Representative.
 - c. Any future order (optional quantities) may contain any of the following:
 - i. Module 100:
 1. Furnace – choice of one - propane, fuel oil or electric.
 2. Galvanized steel vehicle ramp.
 3. Steel stairs.
 4. Module support blocking.
 5. Fuel tanks and stands for fuel oil.
 6. All flashing between modules.
 7. Interconnection insulation.
 8. 2 spare tires.
 - ii. Module 200:
 1. Furnace – choice of one - propane, fuel oil or electric.
 2. Steel stairs.
 3. Module support blocking.
 4. Fuel tanks and stands for fuel oil.
 5. All flashing between modules.
 6. Interconnection insulation.
 7. 2 spare tires.
 - iii. Module 300:
 1. Furnace – choice of one - propane, fuel oil or electric.
 2. Steel stairs (two types).
 3. Handicap ramp – wood construction.
 4. Module support blocking.
 5. Fuel tanks and stands for fuel oil.
 6. All flashing between modules.
 7. Interconnection insulation.
 8. 2 spare tires.
 - iv. Module 400:
 1. Furnace – choice of one - propane, fuel oil or electric.
 2. Steel Stairs (two of same type required).
 3. Module support blocking.
 4. Fuel tanks and stands for fuel oil.
 5. 2 spare tires.
 - d. The inclusion of optional quantities in the resulting contract does not represent a commitment by the RCMP that any of the optional quantities will be required. Bidders may decide in their sole discretion



whether to take this information into consideration during the preparation of their bids. The RCMP will not be liable for any losses incurred by the Contractor resulting from Canada's decision whether to purchase any optional modular detachments.

2. This is a two phase selection process. Bidders responding to this ITT are to submit a bid in two phases. Phase One bids cover only the qualifications and experience of the Bidders, refer to SI05 'Submission of Bid'. Following evaluation of Phase One bids, Bidders are advised of their competitive standing and responsive Phase One Bidders will be invited to submit a Phase Two bid. Phase Two bids cover the pricing. A combination of the Phase One and Phase Two submissions constitutes the final bid.
3. Initially, suppliers are invited to submit bids in the first phase of the selection procedure outlined below. Only the Phase One information asked for in the ITT is to be included in Phase One bids, and evaluation of Phase One bids will be carried out only on the Phase One information requested.

SI02 BID DOCUMENTS

1. The following are the Bid Documents:
 - a. Invitation to Tender - Page 1;
 - b. Special Instructions to Bidders;
 - c. General Instructions - Construction Services - Bid Security Requirements R2710T (2021-04-01), amended as follows:
 - i. Subsection GI16 Performance Evaluation:
Delete: in its entirety
Insert: GI16 intentionally left blank
 - ii. Amendments identified in any other sections of the Special Instructions to Bidders (SI).
The General Instructions apply to both Phase One and Phase Two unless specified otherwise.
 - d. Clauses & conditions identified in the "Contract Documents" (CD) section;
 - e. Phase One Qualification Form;
 - f. Phase Two Bid and Acceptance Form and related Appendices and Attachments;
 - g. Phase Two specifications and drawings;
 - h. Security Requirement Check List (SRCL) & Security Guide;
 - i. Phase Two Certificate of Insurance;
 - j. Phase Two COVID-19 Vaccination Requirement Certification Form;
 - k. Phase Two Request for Alternative Material Form; and
 - l. Any solicitation amendments issued during either Phase One or Phase Two.

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

2. General Instructions - Construction Services - Bid Security Requirements R2710T (2021-04-01) is incorporated by reference and is set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

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

SI03 ENQUIRIES DURING THE SOLICITATION PERIOD

1. Enquiries during the Phase One solicitation period must be submitted by email to the Contracting Authority named on the Invitation to Tender - Page 1 at email address Diane.Perkins@rcmp-grc.gc.ca as early as possible within the Phase One solicitation period. Enquiries should be received no later than 5 working days prior to the date set for the Phase One solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer NOT being provided.
2. Enquiries during the Phase Two solicitation period must be submitted by email to the Contracting Authority named on the Invitation to Tender - Page 1 at email address Diane.Perkins@rcmp-grc.gc.ca as early as possible within



the Phase Two solicitation period. Except for the approval of alternative materials (applicable to Phase Two) as described in G115 of R2710T, enquiries should be received no later than 5 working days prior to the date set for the Phase Two solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer NOT being provided.

3. Phase Two requests for alternative materials must be submit in writing to the Contracting Officer using the Phase Two Request for Alternative Material Form in Appendix 4, within the timelines identified in SI03 section 2.
4. To ensure consistency and quality of the information provided to Bidders, the Contracting Authority will examine the content of the enquiry and will decide whether or not to issue an amendment.
5. All enquiries and other communications related to this solicitation sent throughout the solicitation period must be directed ONLY to the Contracting Authority named on the Invitation to Tender - Page 1. Failure to comply with this requirement may result in the bid being declared non-responsive.
6. Further instructions related to enquiries during the Phase Two period will be released to Phase One responsive Bidders.

SI04 SITE VISIT

A. Phase One

1. There will not be a site visit for the Phase One solicitation process.

B. Phase Two

1. There will not be a site visit for the Phase Two solicitation process.

SI05 SUBMISSION OF BIDS

Section GI09 of R2710T is replaced by the following:

A. Phase One submission of bid

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



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

B. Phase Two submission of bid

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

***Bid security (if applicable):** Although an electronic copy of the bid security is required with the electronic bid submission, the Bidder must send the original bid security when requested by the Contracting Authority.

4. Bids sent in hard copy or transmitted by facsimile will not be accepted.
5. Electronic submissions: Timely and correct delivery of electronic bids is the sole responsibility of the Bidder.
 - a. Canada will not be responsible for any failure attributable to the email transmission or email receipt of the bid including, but not limited to, the following:
 - i. receipt of a garbled or an incomplete bid;
 - ii. delay in the email transmission or email receipt of the bid to the Contracting Authority's email inbox (the date & time on the email received by the Contracting Authority is considered the date & time of receipt of the bid submission);
 - iii. failure of the Bidder to properly identify the bid and RFP number in the email subject line and in the electronic Bid Documents;



- iv. illegibility of the bid;
 - v. RCMP server blocking emails and/or attachments (such as potential malware, file size, file formats (unacceptable file formats include, but are not limited to, .zip, .exe, .mp3, etc.));
 - vi. Security of bid data.
- b. Bids transmitted via email constitutes the formal bid of the Bidder.
 - c. The RCMP has restrictions on incoming email messages. The maximum email message size including all file attachments must not exceed 5MB. Zip/exe/mp3 files or links to Bid Documents will not be accepted. Incoming email messages exceeding the maximum file size and/or containing zip/exe/mp3 file attachments will be blocked from entering the RCMP email system. A bid transmitted by email that gets blocked by the RCMP email system will be considered not received. It is the responsibility of the Bidder to ensure receipt.

SI06 REVISION OF BID

Section GI10 of R2710T is replaced by the following;

1. A Phase One and/or Phase Two electronic bid submitted in accordance with these instructions may be revised by submitting new electronic qualifications and/or price documents in PDF format by email to the Contracting Authority, provided the electronic revision is received by the Contracting Authority before the date and time set for the closing of the solicitation. All monetary revisions to bid amounts must be stated as an addition or deletion to the initial bid price. The Bidder must ensure the subject line of the email identifies the electronic revision of bid submission, and should include at minimum the solicitation number. The Bidder should ensure that the following information is included in the main body of the electronic revision of bid submission email:
 - a. REVISED PHASE ONE QUALIFICATIONS OR PHASE TWO PRICE;
 - b. Solicitation number; and
 - c. Name of Bidder.
2. A revision to a bid that includes unit prices must clearly identify the change(s) in the unit price(s) and the specific item(s) to which each change applies.
3. Multiple revisions to a bid must clearly identify the sequence of the revisions (i.e. Bid revision #1; Bid revision #2, etc.).
4. Electronic submissions: Timely and correct delivery of electronic bid revisions is the sole responsibility of the Bidder.
 - a. Canada will not be responsible for any failure attributable to the email transmission or email receipt of the bid revisions including, but not limited to, the following:
 - i. receipt of garbled or incomplete bid revision documents;
 - ii. delay in the email transmission or email receipt of the bid revisions to the Contracting Authority's email inbox (the date & time on the email received by the Contracting Authority is considered the date & time of receipt of the bid revision submission);
 - iii. failure of the Bidder to properly identify the bid revision and RFP number in the email subject line and in the electronic bid revision documents;
 - iv. illegibility of the bid revision documents;
 - v. RCMP server blocking emails and/or attachments (such as potential malware, file size, file formats (unacceptable file formats include, but are not limited to, .zip, .exe, .mp3, etc.));
 - vi. Security of the bid revision data.
 - b. Bid revisions transmitted via email constitutes the formal bid revisions of the Bidder.
 - c. The RCMP has restrictions on incoming email messages. The maximum email message size including all file attachments must not exceed 5MB. Zip/exe/mp3 files or links to Bid Documents will not be accepted. Incoming email messages exceeding the maximum file size and/or containing zip/exe/mp3 file attachments will be blocked from entering the RCMP email system. Bid revisions transmitted by email that get blocked by the RCMP email system will be considered not received. It is the responsibility of the Bidder to ensure receipt.
5. Failure to comply with any of the above provisions may result in the rejection of the non-responsive revision(s) only. The bid shall be evaluated based on the original bid submitted and all other responsive revision(s).



SI07 OPENING OF BIDS / EVALUATION

1. There will be no public opening at Phase One or Phase Two bid submission time.
2. Phase One Qualifications – will be opened privately. Requirements will be evaluated on a pass or fail basis. Failure to meet any or all of the Phase One mandatory requirement(s) will render the Phase One bid non-responsive and no further consideration will be given to the Phase One bid.
3. The responsive Phase One Bidders will be advised of their competitive standing, sent the Phase Two documentation, and have the opportunity to decide whether or not to continue their participation by submitting a Phase Two bid.
4. Phase Two Price - Submittals will be evaluated against the Phase Two mandatory requirements, failure to comply with any or all of the Phase Two mandatory requirement(s) will render the Phase Two bid non-responsive and no further consideration will be given to the Phase Two bid.
5. The responsive Phase Two bid with the lowest price will be recommended for contract award.
6. Price Support
 - a. Canada may, but will have no obligation to, request price support for any fees proposed (lump sum fees, unit prices, etc.) when there are less than 3 responsive Phase Two Bidders. If Canada requests price support, it may be requested from one or more of the responsive Phase Two Bidders. The Phase Two Bidder must provide, at Canada's request, one or more of the following price support documents, if applicable:
 - i. Copies of paid invoices for the like quality and quantity of the goods, services or both sold to other customers within 2 years prior to the Phase Two bid solicitation issuance date; or
 - ii. A price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, profit, etc.; or
 - iii. Price or rate certifications; or
 - iv. Any other supporting documentation as requested by Canada.
 - b. Once Canada requests price support for the fees proposed, it is the sole responsibility of the Phase Two Bidder to submit information (as described above and as otherwise may be requested by Canada) that will allow Canada to determine whether it can rely, with confidence, on the Phase Two Bidder's ability to provide the required services at the fees proposed. Where Canada determines, at its sole discretion, that the information provided by the Phase Two Bidder does not substantiate the fees proposed, the Phase Two bid will be considered non-responsive and will receive no further consideration.
7. Following Phase One solicitation closing, all Phase One Bidders will be notified of the results of their Phase One bid submissions. Only responsive Phase One Bidders will be invited to bid on Phase Two.
8. Following Phase Two solicitation closing, the Phase Two Bidder with the lowest price will be notified. Following contract award, the remaining Phase Two Bidders will be sent the results of their Phase Two bid submissions.

SI08 COMPLETION OF SUBMISSION

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

SI09 RIGHTS OF CANADA

Canada reserves the right to:

- a. reject any or all bids received in response to the bid solicitation;
- b. in the case of error in the extension or addition of unit prices, the unit price will govern;
- c. enter into negotiations with Bidders on any or all aspects of their bids;



- d. accept any bid in whole or in part without negotiations;
- e. cancel or amend the bid solicitation at any time;
- f. reissue the bid solicitation;
- g. if no responsive bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the Bidders who bid to resubmit bids within a period designated by Canada; and
- h. negotiate with the sole responsive Bidder to ensure best value to Canada.

SI10 DEBRIEFINGS

A. Phase One

After Bidders have been advised of their Phase One competitive standing, Bidders may request a debriefing on the results of the Phase One bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the Phase One bid solicitation process. The debriefing may be in writing, by telephone or in person.

B. Phase Two

Debriefings do not apply to Phase Two bids as they are price only bids. In accordance with SI07 Opening of Bids/Evaluation, following contract award the Phase Two bid results will be sent to Phase Two Bidders.

SI11 BID VALIDITY PERIOD

A. Phase One

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

B. Phase Two

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



SI12 RECOURSE MECHANISMS

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

<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-recourse-mechanisms>
<http://opo-boa.gc.ca/plaintesurvol-complaintoverview-eng.html>

SI13 PROMOTION OF DIRECT DEPOSIT INITIATIVE

The following information is not related to the solicitation process:

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

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

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

SI14 SECURITY RELATED REQUIREMENTS

1. Before commencement of the Work, the following conditions must be met:
 - a. The successful Bidder's personnel, as well as any subcontractor and its personnel, who are required to perform any part of the Work pursuant to the subsequent contract must meet the mandatory security requirement as indicated in section SC01 of the Supplementary Conditions. **Individuals who do not have the required level of security will not be allowed on site.** It is the responsibility of the successful Bidder to ensure that the security requirements are met throughout the performance of the contract. Canada will not be held liable or accountable for any delays or additional costs associated with the successful Bidder's non-compliance with the mandatory security requirement.
 - b. The Bidder's proposed location of work performance or document safeguarding must meet the security requirement as indicated in Supplementary Clauses (SC01).
 - c. The Bidder must provide the address of proposed location(s) of work performance or document safeguarding as indicated in Supplementary Clauses (SC01).

SI15 COVID-19 VACCINATION REQUIREMENT

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the Phase Two COVID-19 Vaccination Requirement Certification Form as part of the Phase Two bid will render the Phase Two bid non-responsive.

SI16 COVID-19 VACCINATION REQUIREMENT CERTIFICATION

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their Phase Two bid, the Phase Two COVID-19 Vaccination Requirement Certification Form (Annex F) attached to this bid solicitation, to be given further consideration in this procurement process. This Certification is incorporated into, and forms a binding part of any resulting Contract.



SI17 WEB SITES

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

Treasury Board Appendix L, Acceptable Bonding Companies

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494§ion=text#appL>

Buy and Sell

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

Canadian economic sanctions

http://www.tradecommissioner.gc.ca/tariffs_sanctions_controls-tarifs_sanctions_controles.aspx?lang=eng

Bid Bond (form PWGSC-TPSGC 504)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf>

Performance Bond (form PWGSC-TPSGC 505)

http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505_eng.pdf

Labour and Material Payment Bond (form PWGWSC-TPSGC 506)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf>

Standard Acquisition Clauses and Conditions (SACC) Manual

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

PWGSC, Code of Conduct

<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>

Construction and Consultant Services Contract Administration Forms Real Property Contracting

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>

Integrity Regime (access to the Declaration Form through the *Forms for the Integrity Regime* link)

<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>

Trade Agreements

<https://buyandsell.gc.ca/policy-and-guidelines/Policy-and-Legal-Framework/Trade-Agreements>



CONTRACT DOCUMENTS (CD)

1. The following are the Contract Documents:

- a. Contract page when signed by Canada;
- b. Duly completed Bid and Acceptance Form and related Appendices and Attachments;
- c. Drawings and specifications;
- d. Security Requirement Check List (SRCL) & Security Guide;
- e. Certificate of Insurance;
- f. COVID-19 Vaccination Requirement Certification;
- g. General Conditions and clauses, as amended, identified as:

| | | | |
|------|--|---------|---------------|
| GC1 | General Provisions – Construction Services | *R2810D | (2021-12-02); |
| GC2 | Administration of the Contract | R2820D | (2016-01-28); |
| GC3 | Execution and Control of the Work | R2830D | (2019-11-28); |
| GC4 | Protective Measures | R2840D | (2008-05-12); |
| GC5 | Terms of Payment | R2850D | (2019-11-28); |
| GC6 | Delays and Changes in the Work | R2860D | (2019-05-30); |
| | Allowable Costs for Contract Changes Under GC6.4.1 | R2950D | (2015-02-25); |
| GC7 | Default, Suspension or Termination of Contract | R2870D | (2018-06-21); |
| GC8 | Dispute Resolution | R2882D | (2019-11-28); |
| GC9 | Contract Security | R2890D | (2018-06-21); |
| GC10 | Insurance | R2900D | (2008-05-21); |

*R2810D (2021-12-02), incorporated by reference above, is amended as follows:

Subsection GC1.1.2 Terminology:

Insert:

“Delivery Duty Paid (DDP)”

Delivery Duty Paid (DDP) means that the seller delivers the goods when the goods are placed at the disposal of the buyer, cleared for import on the arriving means of transport ready for unloading at the named place of destination. The seller bears all the costs and risks involved in bringing the goods to the place of destination and has an obligation to clear the goods not only for export but also for import, to pay any duty for both export and import and to carry out all customs formalities. Reference the International Chamber of Commerce (ICC) e-commerce platform (<https://2go.iccwbo.org/explore-our-products/books/incoterms.html>) and Incoterms 2010.

Subsection GC1.22 Performance-evaluation: Contract

Delete: in its entirety

Insert: GC1.22 Intentionally left blank.

- h. Supplementary Conditions;
 - i. Any amendment issued or any allowable Phase One or Phase Two bid revision received before the date and time set for solicitation closing;
 - j. Any amendment incorporated by mutual agreement between Canada and the Contractor before contract award;
 - k. Any amendment or variation of the Contract Documents that is made in accordance with the General Conditions; and
 - l. Appendices and Attachments of the solicitation submitted with the Contractor’s bid.
2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

Revision to Departmental Name: As this contract is issued by the 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 the RCMP or its Minister.



3. Construction Documents:

After contract award, the Contractor will be provided with **one electronic** of the sealed and signed drawings, the specifications and any addenda issued during the solicitation period. Obtaining additional electronic copies or paper copies, including costs of the copies, will be the responsibility of the Contractor.

4. Shipping Instructions – Delivery at Canadian Destination

The modular detachments must be consigned to a Canadian destination specified in Annex B Specifications.

5. Procurement Ombudsman

5.1 Dispute Resolution Services

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the contract, in accordance with the contract terms and conditions. If the Parties do not reach a settlement, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the *Department of Public Work and Government Services Act* and Section 23 of the *Procurement Ombudsman Regulations*.

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

5.2 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the complainant respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by email at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

6. Authorities

6.1 Contracting Authority

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

Name:

Title:

Organization: RCMP – Procurement and Contracting Branch

Telephone:

Email address:

The Contracting Authority is responsible for the management of the contract and any changes to the contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.2 RCMP Departmental Representative (Project Manager) [To be confirmed at contract award]

The RCMP Departmental Representative (Project Manager) for the contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone : ____-____-_____

Email address: _____



The RCMP Departmental Representative (Project Manager) is the representative of the department or agency for whom the Work is being carried out under the contract and is responsible for all matters concerning the technical content of the Work under the contract. Technical matters may be discussed with the RCMP Departmental Representative; however, the RCMP Departmental Representative has no authority to authorize changes to the contract. Changes to the contract can only be made through a contract amendment issued by the Contracting Authority.

6.3 Contractor's Representative [To be confirmed at contract award]

Name: _____

Title: _____

Address: _____

Telephone : _____

Email address: _____

7. Comprehensive Land Claims Agreements (CLCAs)

The contract is subject to the following Comprehensive Land Claims Agreement(s):

- Maa-nulth First Nations Final Agreement
- Tsawwassen First Nation Final Agreement
- James Bay and Northern Quebec Agreement (JBNQA)
- Eeyou Marine Region Land Claims Agreement
- Northeastern Quebec Agreement
- Nunavik Inuit Land Claims Agreement
- Labrador Inuit Land Claims Agreement
- Gwich'in Comprehensive Land Claims Agreement
- Inuvialuit Final Agreement
- Sahtu Dene and Metis Comprehensive Land Claims Agreement
- Tlicho Land Claims Agreement
- Carcross/Tagish First Nations Final Agreement
- Champagne and Aishihik First Nations Final Agreement
- Kluane First Nation Final Agreement
- Kwanlin Dun First Nation Final Agreement
- Little Salmon/Camacks First Nations Final Agreement
- First Nation of Nacho Nyak Dun Final Agreement
- Selkirk First Nation Final Agreement
- Ta'an Kwach'an Council Final Agreement
- Teslin Tlingit Council Final Agreement
- Tr'ondëk Hwëch'in Final Agreement
- Vuntut Gwitchin First Nation Final Agreement



SUPPLEMENTARY CONDITIONS (SC)

SC01 SECURITY RELATED REQUIREMENTS, DOCUMENT SAFEGUARDING

1. The following security requirements (SRCL, Security Guide, and related clauses) apply to and form part of the contract. Before the commencement of Work the following conditions must be met:
 - 1.1 The Contractor's personnel are required to be security cleared at the following levels: Enhanced Reliability Status (ERS) is required only for Contractor's lead project manager and commissioning team; Facility Access Level 2 (FA2) will be required for the construction team at the modular manufacturing facility as verified by the Personnel Security Unit (PSU) of the Royal Canadian Mounted Police (RCMP).
 - a. The Contractor must comply with the provisions of the Security Requirements Check List (SRCL) & Security Guide attached at Annex D.
 - b. The Contractor's location of service performance or document safeguarding must meet the security requirement as indicated in Annex D – Security Requirements Check List (SRCL) & Security Guide.
 - 1.2 Contractor's Site or Premises Requiring Safeguard Measures

The Contractor must diligently maintain up-to-date, the information related to the Contractor's site or premises, where safeguard measures are required in the performance of the Work or document safeguarding, for the following addresses:

[To be confirmed at contract award]

Address:

Street Number / Street Name, Unit / Suite / Apartment Number

City, Province, Territory

Postal Code

SC02 INSURANCE TERMS

1. Insurance Contracts

- a. The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
- b. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

2. Period of Insurance

- a. The policies required in the Certificate of Insurance must be in force from the date of contract award and be maintained throughout the duration of the contract.
- b. The Contractor must obtain and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of 6 years beyond the date of the Certificate of Substantial Performance.

3. Proof of Insurance

- a. Before commencement of the Work, and no later than 30 calendar days after contract award, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.



- b. Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.

4. Insurance Proceeds

In the event of a claim, the Contractor must, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.

5. Deductible

The payment of monies up to the deductible amount made in satisfaction of a claim must be borne by the Contractor.

SC03 COMPLIANCE WITH ON-SITE MEASURES, STANDING ORDERS, POLICIES, AND RULES

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.



APPENDIX 1 – PHASE ONE QUALIFICATION FORM

1. LEGAL NAME AND ADDRESS OF BIDDER:

| | |
|--|--|
| Bidder Legal Name: (In the case of a joint venture or partnership include the legal names of all members or partners.) | |
| Bidder Operating Name (if any): (In the case of a joint venture or partnership include the operating names of all members or partners.) | |
| Bidder Address: (In the case of a joint venture or partnership include the addresses of all members or partners.) | |
| Procurement Business Number (PBN): (In the case of a joint venture or partnership include the PBN of the joint venture or partnership, or the PBN for each member or partner.) | |
| Name of Contact Person: (In the case of a joint venture or partnership include only the contact person of the lead member or partner.) | |
| Telephone # of Contact Person: | |
| Email Address of Contact Person: | |

2. BIDDER INSTRUCTIONS:

- a. The Bidder is requested to respond to the Mandatory Requirements using the table formats below.
- b. Listing experience without providing any supporting data to describe where and how such experience was obtained will result in the experience not being included for evaluation purposes. If any of the requirements under this section are omitted, or if there is a lack of supporting information, the Phase One bid will be set aside without further consideration and the Phase One bid will be considered to be non-responsive.
- c. Bidders must submit 2 separate reference projects as indicated in M1. If more than 2 reference projects are submitted, only the first 2 projects listed in sequence will receive consideration and any others will not receive consideration.
- d. If the Bidder is a joint venture or partnership, the Bidder must submit 2 separate reference projects per joint venture member or partner. The joint venture member or partner project references must not be for the same projects, all project references must be for separate projects. If more than 2 reference projects per member or partner are submitted, only the first 2 projects listed per member or partner in sequence



will receive consideration and any others will not receive consideration. The Bidder cannot use the reference projects of a subcontractor unless they are bidding as a joint venture or partnership.

- e. The Bidder must establish the bidding entity upfront in Phase One, and the bidding entity must be the same for Phase One and Phase Two. The Bidder may submit its Phase One and Phase Two bids on its own, or as a joint venture or partnership. If the Bidder submits a Phase One bid as a joint venture or partnership, the Phase Two bid must be from the same joint venture or partnership; and a Phase Two bid cannot be submitted as a joint venture or partnership unless the Bidder's Phase One bid was submitted by the same joint venture or partnership.
- f. Important: If the Bidder is submitting a bid as a joint venture or partnership, and if the Bidder is the responsive lowest priced Bidder, the resulting contract will be awarded to the joint venture or partnership, not to an individual member forming part of the joint venture or partnership.

3. DEFINITION OF BIDDER:

"Bidder" means the person or entity (or, in the case of a joint venture or partnership, the persons or entities) submitting a bid to perform the work. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

4. DEFINITION OF JOINT VENTURE OR PARTNERSHIP:

- a. A joint venture or partnership is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint Working enterprise, sometimes referred as a consortium, in order to submit together a bid. Bidders who submit a bid, as a joint venture or partnership must indicate clearly that it is a joint venture or partnership and provide the following information:
 - i. the name of each member of the joint venture or partnership;
 - ii. the Procurement Business Number of the joint venture;
 - iii. the name of the representative of the joint venture or partnership, i.e. the member chosen by the other members to act on their behalf, if applicable;
 - iv. the name of the joint venture or partnership, if applicable.
- b. If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.
- c. The bid must be signed by all the members of the joint venture or partnership unless one member has been appointed to act on behalf of all members of the joint venture or partnership. The Contracting Authority may, at any time, require each member of the joint venture or partnership to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract.
- d. All of the members of the joint venture or partnership are jointly and severally responsible for the obligations entered into by the Bidder in accordance with the Contract Documents.

5. MANDATORY REQUIREMENTS

At Phase One bid closing time, the Bidder must :

- a. comply with the following Mandatory Requirements; and
- b. provide the necessary documentation to support compliance.

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



| # | Mandatory Requirements | MET (Yes/No) |
|----|--|--------------|
| M1 | <p>The Bidder must have recently completed at least 2 separate construction projects, each project must meet the following requirements:</p> <ol style="list-style-type: none"> 1. The construction was completed within the last 10 years; and 2. The construction was for a law enforcement, government or *institutional building; and 3. The construction value was equal to or greater than \$1,000,000.00. <p>*An institutional building refers to a structure that fulfils a role related to healthcare (hospital or medical clinic, senior’s living unit), education (school or university), recreation (athletic centre, public pool complex or arena) or public works (town hall, fire station, police station or detention centre).</p> <p><u>Bidder Instructions:</u> Bidder to demonstrate the above Mandatory Requirements are met by submitting 2 separate reference projects using Reference Project 1 and Reference Project 2 tables below. If the Bidder is a joint venture or partnership the Bidder must submit 2 separate reference projects per joint venture member or partner (reference sections 1, 2, 3 & 4 of this appendix).</p> | |

| REFERENCE PROJECT 1: | | |
|--|------------------------------|------------------------------------|
| A. Bidder name (or joint venture/partnership member names): | | |
| B. Project Start Date: | | C. Project Completion Date: |
| D. Project Location: | | |
| E. Project Title: | | |
| F. Brief Description of the Project: | | |
| G. Project Components: | | |
| 1. Was the construction completed within the last 10 years; and | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. Was the construction for: | | |
| i. a law enforcement building; or | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| ii. a government building; or | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| iii. *an institutional building (reference description of institutional building in M1); and | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. Was the construction value equal to or greater than \$1,000,000.00. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |



| REFERENCE PROJECT 2: | | |
|--|------------------------------------|-----------------------------|
| A. Bidder name (or joint venture/partnership member names): | | |
| B. Project Start Date: | C. Project Completion Date: | |
| D. Project Location: | | |
| E. Project Title: | | |
| F. Brief Description of the Project: | | |
| G. Project Components: | | |
| 1. Was the construction completed within the last 10 years; and | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. Was the construction for: | | |
| i. a law enforcement building; or | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| ii. a government building; or | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| iii. *an institutional building (reference description of institutional building in M1); and | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. Was the construction value equal to or greater than \$1,000,000.00. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |



APPENDIX 3 – PHASE TWO LISTING OF SUBCONTRACTORS

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

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



APPENDIX 4 - PHASE TWO REQUEST FOR ALTERNATIVE MATERIAL FORM

This form will be included as a separate document in Phase Two.



ANNEX A – PHASE TWO BID AND ACCEPTANCE FORM (BA)

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

PHASE TWO BID AND ACCEPTANCE FORM PREPARATION INSTRUCTIONS:

1. Refer to Appendix 1 – Phase One Qualification Form for:
 - a. The *Definition of Bidder* and *Joint Venture or Partnership*; and
 - b. Instructions regarding the bidding entity. The Bidder must have established the bidding entity upfront in Phase One, and the bidding entity for Phase Two must be the same as submitted in Phase One.
2. The price of the Phase Two bid must be submitted in Canadian currency, the Applicable Taxes excluded. The prices submitted must include the following: mark-up, overhead & profit, on-site storage in Canada of up to 30 calendar days, Deliver Duty Paid (DDP) Canadian destination, transportation costs and unloading at Canadian destination, and Canadian customs duties and excise taxes.
3. Exchange Rate Fluctuation
The following clause, inserted by reference, forms part of this bid solicitation:
SACC Manual Clause C3011T (2013-11-06), Exchange Rate Fluctuation
4. The **Total Bid Amount** is the sum of the Total Amount for Firm Quantities (Item 5 in Unit Price Table 1) plus the Total Amount for Optional Quantities (Item 18 in Unit Price Table 2).
5. The prices per unit will govern in establishing the Total Amount(s) and Total Bid Amount. Any arithmetical errors in this Annex will be corrected by Canada.
6. The unit price tables designate Work to which a Unit Price Arrangement applies. The Work included in each item is as described in Annex B.

BA01 IDENTIFICATION

Construction: Modular Detachments Re-tender

BA02 LEGAL NAME AND ADDRESS OF BIDDER

The Bidder (or joint venture or partnership) legal name, operating name, address, and Procurement Business Number (PBN) must remain as submitted in the Bidder's Phase One bid *Appendix 1 – Phase One Qualification Form*.

The Bidder may request a change to the contact person for the Bidder's Phase Two bid by completing the section below. If the section below is not completed and submitted with the Bidder's Phase Two bid the contract person and coordinates submitted in the Bidder's Phase One bid *Appendix 1 – Phase One Qualification Form* will be the contact person for the Bidder's Phase Two bid.

Name of Replacement Contact Person (if applicable):
(In the case of a joint venture or partnership include only the replacement contact person of the lead member or partner.)

Telephone # of Replacement Contact Person:

Email Address of Replacement Contact Person:



BA03 THE OFFER PRICE

1. The Bidder offers to Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the Total Bid Amount identified below.

2. The amounts in Unit Price Table 1 and 2 and Table 3 (unit prices, Total Amount(s) and the Total Bid Amount) **include** mark-up, overhead & profit, on-site storage in Canada of up to 30 calendar days, Delivery Duty Paid (DDP) Canadian destination, transportation costs and unloading at Canadian destination, and Canadian customs duties and excise taxes.

3. The amounts in Unit Price Table 1 and 2 and Table 3 (unit prices, Total Amount(s) and the Total Bid Amount) **exclude** Applicable Taxes.

Unit Price Table 1 - Firm Quantities (FQ) *(dates for the 1 year period to be inserted at award (xxx date to xxx date))*:

| Item Number | Description | Quantity (Q) | Price per Unit (PU) <i>[Note to Bidders: Bidders to add Price per Unit for the designs and Firm Quantities, and insert the Total Amount.]</i> |
|-------------|--|--------------|--|
| | | | Year 1: Firm Quantities |
| 1 | Designs for all 5 modular detachment modules (modules 100, 200, 300 and 400) | | |
| 2 | Modular detachment module 100 (excluding design) | 1 | |
| 3 | Modular detachment module 200 (excluding design) | 1 | |
| 4 | Modular detachment module 300 (excluding design) | 1 | |
| 5 | TOTAL AMOUNT FOR FIRM QUANTITIES (TA-FQ) (Item 1+2+3+4) | | |

Unit Price Table 2 - Optional Quantities (OQ) – up to 18 optional modular detachments (combination of any of the 4 types of modules) *(dates for the 4 year Optional Quantities period, following the 1 year period for the Firm Quantities, to be inserted at award)*:

| Item number | Description | *Price per Unit (PU) <i>[Note to Bidders: Bidders to add Price per Unit for Year 2, 3, 4, & 5 for the Optional Quantities of modular detachments, and the additional items 11 to 16, and insert the Total Amount.]</i> | | | |
|-------------|--|---|---|---|---|
| | | Year 2 <i>(xxx date to xxx date)</i> | Year 3 <i>(xxx date to xxx date)</i> | Year 4 <i>(xxx date to xxx date)</i> | Year 5 <i>(xxx date to xxx date)</i> |
| 6 | Modular detachment module 100 (excluding design) | | | | |
| 7 | Modular detachment module 200 (excluding design) | | | | |
| 8 | Modular detachment module 300 (excluding design) | | | | |
| 9 | Modular detachment module 400 (excluding design) | | | | |
| 10 | Shipping Container 8' x 20' | | | | |



| | | | | | |
|----|--|---------------------|---------------------|---------------------|---------------------|
| 11 | Steel Vehicle Ramp (see drawing A7.14 and S7) | | | | |
| 12 | Additional Steel Stair (see drawing A7.7 Stair 1) | | | | |
| 13 | Additional Steel Stair (see drawing A7.8 Stair 2) | | | | |
| 14 | Additional Steel Stair (see drawing A7.9 Stair 3) | | | | |
| 15 | Additional Steel Stair (see drawing A7.10 Stair 4) | | | | |
| 16 | Additional Steel Stair (see drawing A7.11 Stair 5) | | | | |
| 17 | | <u>Year 2 items</u> | <u>Year 3 items</u> | <u>Year 4 items</u> | <u>Year 5 items</u> |
| | Sub-totals | 6-16 | 6-16 | 6-16 | 6-16 |
| 18 | TOTAL AMOUNT FOR OPTIONAL QUANTITIES (TA-OQ) (Line 17 sub-totals Y2 + Y3 + Y4 + Y5) | | | | |

Table 3 – Total Bid Amount

| | |
|--|--|
| <p>TOTAL BID AMOUNT (Item 5(TA-FQ) + Item 18(TA-OQ)) <i>[Note to Bidder: Bidder to enter Total Bid Amount]</i></p> | |
|--|--|

*Changes in the Work are set out in R2860D GC6.4 Determination of Price, for clarity, the price per unit for Unit Price Table 2 – Optional Quantities:

- a. for modules 100, 200 and 300 will be amended through a contract amendment to include the total cost of the Change Orders issued for each of these modules, following completion of the Work and delivery of the firm quantities. For example, if Item 1 (Firm Quantity module 100) had \$1 worth of Change Orders then the price for Item 6 (Optional Quantity module 100) would be amended to include the \$1;
- b. for all modules will be amended as required through contract amendments resulting from any required Change Orders during production.

BA04 BID VALIDITY PERIOD

The Phase Two bid must not be withdrawn for a period of 90 calendar days following the date of solicitation closing.

BA05 ACCEPTANCE AND CONTRACT

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

BA06 TERM OF CONTRACT, CONSTRUCTION TIME & DELIVERY

1. Period of the Contract: The Contract begins on the date of contract award and ends 5 years later.
2. Firm Quantities: The Contractor must provide the Royal Canadian Mounted Police (RCMP) with a firm quantity of 3 modular detachments (modules 100, 200 and 300), and designs for all 4 modular detachment modules, in accordance with Unit Price Table 1.
3. Optional Quantities:
 - a. The Contractor grants to Canada the irrevocable option(s) to acquire up to 18 optional modular detachments, and the additional items indicated in Unit Price Table 2, under the same terms and conditions and at the price(s) included in the contract. The optional modular detachments and any additional items requested, if any, may be any combination of the 4 types of modules and items included in Unit Price Table 2 and the specifications and drawings.
 - b. The optional quantities may only be exercised by the Contracting Authority through contract amendment(s).



- c. Optional quantities may be required at various times during the contract period, therefore one or more contract amendments may be issued to exercise the optional quantities.
 - d. The inclusion of optional quantities in this contract does not represent a commitment by the RCMP that any of the optional quantities will be required. The RCMP will not be liable for any losses incurred by the Contractor resulting from Canada’s decision whether to purchase any optional modular detachments.
4. Delivery – Firm Quantity: The Contractor must complete the Work and deliver the firm quantity of 3 modular detachments (modules 100, 200 and 300), and designs for all 4 modular detachment modules, within 1 year from the date of contract award.
 5. Delivery – Optional Quantities up to 18 optional modular detachments, and the additional items indicated in Unit Price Table 2 : If a contract amendment as described in paragraph 3(b), above, is issued for 1 optional module, and any additional items, the Contractor must complete the Work and deliver the optional module, and additional items, within 8 months from the date of the contract amendment, unless otherwise stipulated in that contract amendment. If a contract amendment as described in paragraph 3(b), above, is issued for more than 1 optional module, and any additional items, the delivery time will be 8 months per optional module requested in that contract amendment, unless otherwise stipulated in the contract amendment.

Reference Annex B Specifications and Annex C Drawings for further details.

BA07 BID SECURITY

The Bidder must enclose bid security with its Phase Two bid in accordance with SI05 section B. Phase Two submission of bid, and GI08 - Bid Security Requirements of R2710T - General Instructions - Construction Services - Bid Security Requirements.

BA08 SIGNATURE

Name and title of person authorized to sign on behalf of Bidder (Type or print)

If the bid is submitted as a joint venture or partnership, the bid must be signed by all the members of the joint venture or partnership unless one member has been appointed to act on behalf of all members of the joint venture or partnership.

Signature

Date



ANNEX B – PHASE TWO SPECIFICATIONS

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



ANNEX C – PHASE TWO DRAWINGS

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



ANNEX D - SECURITY REQUIREMENT CHECK LIST (SRCL) & SECURITY GUIDE

Amended SRCL# 2020-11117288



| |
|--|
| Contract Number / Numéro du contrat |
| Security Classification / Classification de sécurité NONE |

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

| PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE | | |
|--|--|---|
| 1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine RCMP | 2. Branch or Directorate / Direction générale ou Direction CM&C/Real Property/NPDC-GGC/Biens immobiliers/BNRP | |
| 3. a) Subcontract Number / Numéro du contrat de sous-traitance TBD | 3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant TBD | |
| 4. Brief Description of Work / Brève description du travail This SRCL covers the security requirement for the manufacturing of transportable trailers for the D Division Transportable Cells v2 project. Trailers will be constructed at the modular manufacturing facility. This will be a multi level SRCL for the duration of the project, to include: lead general manager, construction team and commissioning team. Cette LVERS couvre les exigences de sécurité pour la fabrication de mobiles pour le Projet "Transportable Cells v2" de la division D. Des mobiles seront construites dans l'installation modulaire, il s'agira d'une LVERS à plusieurs niveaux pour la durée du projet, comprenant le directeur général principal, l'équipe de construction et l'équipe de mise en service. | | |
| 5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui | |
| 5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui | |
| 6. Indicate the type of access required / Indiquer le type d'accès requis | | |
| 6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) | <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui | |
| 6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui | |
| 6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui | |
| 7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès | | |
| Canada <input checked="" type="checkbox"/> | NATO / OTAN <input type="checkbox"/> | Foreign / Étranger <input type="checkbox"/> |
| 7. b) Release restrictions / Restrictions relatives à la diffusion | | |
| No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/> | All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/> | No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/> |
| Not releasable / À ne pas diffuser <input type="checkbox"/> | | |
| Restricted to: / Limité à: <input type="checkbox"/> | Restricted to: / Limité à: <input type="checkbox"/> | Restricted to: / Limité à: <input type="checkbox"/> |
| Specify country(ies): / Préciser le(s) pays: | Specify country(ies): / Préciser le(s) pays: | Specify country(ies): / Préciser le(s) pays: |
| 7. c) Level of information / Niveau d'information | | |
| PROTECTED A / PROTÉGÉ A <input type="checkbox"/> | NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/> | PROTECTED A / PROTÉGÉ A <input type="checkbox"/> |
| PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/> | NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/> | PROTECTED B / PROTÉGÉ B <input type="checkbox"/> |
| PROTECTED C / PROTÉGÉ C <input type="checkbox"/> | NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/> | PROTECTED C / PROTÉGÉ C <input type="checkbox"/> |
| CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/> | NATO SECRET / NATO SECRET <input type="checkbox"/> | CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/> |
| SECRET <input type="checkbox"/> | COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/> | SECRET <input type="checkbox"/> |
| TOP SECRET / TRÈS SECRET <input type="checkbox"/> | | TOP SECRET / TRÈS SECRET <input type="checkbox"/> |
| TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/> | | TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/> |

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
NONE





| |
|--|
| Contract Number / Numéro du contrat |
| Security Classification / Classification de sécurité NONE |

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 Yes / Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. 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? No / Non Yes / Oui

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

| | | | |
|---|--|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL | <input type="checkbox"/> SECRET SECRET | <input type="checkbox"/> TOP SECRET TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET |
| <input checked="" type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS | ERS- Cote de Fiabilité pour le chef de projet et l'équipe de mise en service. FA2- Accès aux installations II avec escorte pour l'équipe de construction à l'usine de fabrication | | |

Special comments:
Commentaires spéciaux : ERS required only for lead project manager and commissioning team.
FA2 will be required for the construction team at the modular manufacturing facility.

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

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE 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 PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

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? No / Non Yes / Oui

TBS/SCT 350-103(2004/12)

| |
|--|
| Security Classification / Classification de sécurité NONE |
|--|





| |
|--|
| Contract Number / Numéro du contrat |
| Security Classification / Classification de sécurité NONE |

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 | PROTECTED PROTÉGÉ | | | CLASSIFIED CLASSIFIÉ | | | NATO | | | | COMSEC | | | | | | |
|--|----------------------|---|---|------------------------------|--------|---------------------------|---------------------------|-------------------|-------------|---|----------------------|---|--|--------------|--------|---------------------------|--|
| | A | B | C | CONFIDENTIAL CONFIDENTIEL | SECRET | TOP SECRET TRÈS SECRET | NATO RESTRICTED | NATO CONFIDENTIAL | NATO SECRET | COSMIC TOP SECRET COSMIC TRÈS SECRET | Protected Protégé | | | CONFIDENTIAL | SECRET | TOP SECRET TRÈS SECRET | |
| | | | | | | | NATO DIFFUSION RESTRICTED | NATO CONFIDENTIAL | A | | B | C | | | | | |
| 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 PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / 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, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



RCMP NWR DSS Security Requirements for Contracts and SRCL's

Amended 2020-11-16

RE: SRCL #2020-11117288: This SRCL covers the security requirement for the manufacturing of transportable trailers for the D Division Transportable Cells v2 project. Trailers will be constructed at the modular manufacturing facility. This will be a multi level SRCL for the duration of the project, to include: lead general manager, construction team and commissioning team. / Cette LVERS couvre les exigences de sécurité pour la fabrication de mobiles pour le Projet "Transportable Cells v2" de la division D. Des mobiles seront construites dans l'installation modulaire. Il s'agira d'une LVERS à plusieurs niveaux pour la durée du projet, comprenant le directeur général principal, l'équipe de construction et l'équipe de mise en service.

Security Clearance:

- RCMP **Enhanced Reliability Status (ERS)** is required only for lead project manager and commissioning team.
- RCMP Facilities Access Level 2 (FA2) will be required for the construction team at the modular manufacturing facility.

*****NWR DSS Internal Use ONLY*** Intake Diary Date for SRCL (Expiry): 2025-11-16**

General Security Requirements

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. Any electronic media (USB drives, hard drives, CDs, etc.) used by the contractor that store or process RCMP information must either be retained by the RCMP or wiped using RCMP approved procedures. The electronic media must be kept in a secure area / locked up in quiet hours. Restrict access to those with need-to-know, i.e.: those assigned to the project only.
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.



RCMP NWR DSS Security Requirements for Contracts and SRCL's

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. I.e.: 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).

Personnel Security Requirements

RCMP Facility Access, Level I, II, III & IV

For contractors who only require access to an RCMP facility and will not have access to protected or classified information, systems, assets and facilities. 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.

When the RCMP requires Facility Access Level 1 or 2; the successful Bidder, Contractor will submit the following to the RCMP:

1. Form TBS 330-23
2. Copy of Government issued, signature bearing photo Identification (Front and Back)

When the RCMP requires Facility Access Level 3 or 4; the successful Bidder, Contractor will submit the following to the RCMP:

1. Form TBS 330-23
2. Form TBS 330-60
3. Copy of Government issued, signature bearing photo Identification (Front and Back)
4. Two sets of fingerprints

The RCMP:

1. Will conduct local law enforcement checks.
2. is responsible for escorting requirements on its facilities or sites



RCMP NWR DSS Security Requirements for Contracts and SRCL's

3. Does not require organizational or personnel security clearances for suppliers and/or contractors providing services.
4. Will complete the PWGSC Requisition Form 9200 to indicate the security requirement with no SRCL.

RCMP Reliability Status (RRS), Secret or Top Secret Clearance

For contractors who require access to RCMP protected information, systems, assets and/or facilities. In this scenario, the RCMP wishes to conduct all checks required for obtaining an RRS. For PWGSC procurement purposes, this should be identified in the contractual documents.

Contractor personnel must submit to verification by the RCMP, prior to being granted access to Protected or Classified information, systems, assets and/or facilities. The RCMP reserves the right to deny access to any of the above to any contractor personnel, at any time.

When the RCMP identifies a requirement for RRS or a security clearance; the successful Bidder, Contractor will submit the following to the RCMP:

1. Form TBS 330-23
2. Form TBS 330-60
3. Form 1020-1 (Security Interview)
4. Two pieces of Government issued, signature bearing, photo identification (Birth Certificate and Driver's licence)
5. Two sets of fingerprints
6. Working Visa (where applicable)
7. Two passport photographs

The RCMP:

1. will conduct personnel security screening checks above the Policy on Government Security requirements
2. is responsible for escorting requirements on its facilities or sites
3. will security screen any Key Senior Officials (KSOs) identified by CISD (requirement for Classified information)



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

| | |
|----------------------------------|--------------|
| Description and Location of Work | Contract No. |
| | Project No. |

| | | | | |
|----------------------------------|-----------------------|------|----------|-------------|
| Name of Insurer, Broker or Agent | Address (No., Street) | City | Province | Postal Code |
|----------------------------------|-----------------------|------|----------|-------------|

| | | | | |
|------------------------------|-----------------------|------|----------|-------------|
| Name of Insured (Contractor) | Address (No., Street) | City | Province | Postal Code |
|------------------------------|-----------------------|------|----------|-------------|

Additional Insured
Her Majesty the Queen in Right of Canada as represented by the Royal Canadian Mounted Police.

| Type of Insurance | Insurer Name and Policy Number | Inception Date D / M / Y | Expiry Date D / M / Y | Limits of Liability | | |
|---|--------------------------------|-----------------------------|--------------------------|--|--------------------------|--------------------------------|
| | | | | Per Occurrence | Annual General Aggregate | Completed Operations Aggregate |
| Commercial General Liability Umbrella/Excess Liability | | | | \$ \$ | \$ \$ | \$ \$ |
| Builder's Risk / Installation Floater | | | | \$ | | |
| Pollution Liability | | | | \$ <input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence | Aggregate \$ | |
| Marine Liability | | | | \$ | | |
| Aviation Liability | | | | \$ <input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence | Aggregate \$ | |
| Insert other type of insurance as required | | | | \$ | | |

I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance coverage's stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.

Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)

Telephone number

Signature

Date D / M / Y



The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverage listed under the corresponding type of insurance on this page.

The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Royal Canadian Mounted Police as an additional Insured.

The Policy shall be endorsed to provide the Owner with not less than 30 days' notice in writing in advance of any cancellation or change or amendment restricting coverage.

Without increasing the limit of liability, the policies must protect all insured parties to the full extent of coverage provided. Further, the policies must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

Commercial General Liability

The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.

The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:

- (a) Blasting.
- (b) Pile driving and caisson work.
- (c) Underpinning.
- (d) Removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured Contractor.

The policy must have the following minimum limits:

- (a) **\$5,000,000** Each Occurrence Limit;
- (b) **\$10,000,000** General Aggregate Limit per policy year if the policy contains a General Aggregate; and
- (c) **\$5,000,000** Products/Completed Operations Aggregate Limit.

Umbrella or excess liability insurance may be used to achieve the required limits.

Builder's Risk / Installation Floater

The insurance coverage provided must not be less than that provided by the latest edition of IBC Forms 4042 and 4047.

The policy must permit use and occupancy of any of the projects, or any part thereof, where such use and occupancy is for the purposes for which a project is intended upon completion.

The policy may exclude or be endorsed to exclude coverage for loss or damage caused by asbestos, fungi or spores, cyber and terrorism.

The policy must have a limit that is **not less than the sum of the contract value** plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by Canada at the site of the project to be incorporated into and form part of the finished Work. If the value of the Work is changed, the policy must be changed to reflect the revised contract value.

The policy must provide that the proceeds thereof are payable to Canada or as Canada may direct in accordance with GC10.2, "Insurance Proceeds" (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2>).

Contractors Pollution Liability

The policy must have a limit usual for a contract of this nature, but not less than **\$1,000,000** per incident or occurrence and in the aggregate.

Aviation Liability

The insurance coverage shall include Bodily Injury (including passenger Bodily Injury) and Property Damage, in an amount of not less than **\$5,000,000** per incident or occurrence and in the aggregate.

Marine Liability

The insurance coverage must be provided by a Protection & Indemnity (P&I) insurance policy and must include excess collision liability and pollution liability.

The insurance must be placed with a member of the International Group of Protection & Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the *Marine Liability Act*, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by the statutory requirements of the Territory or Province having jurisdiction over such employees.

The policy must waive all rights of subrogation against Canada as represented by Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.

Other types of Insurance

To be inserted below according to specifics of project.

Use separate page if needed.



ANNEX F – PHASE TWO COVID-19 VACCINATION REQUIREMENT CERTIFICATION FORM (single contract)

NOTE TO BIDDERS: The title of this annex will be contractualized in the resulting contract; it will be ANNEX F – COVID-19 VACCINATION REQUIREMENT CERTIFICATION.

Certification

I, _____ (first and last name), as the representative of _____ (name of business) pursuant to Contract _____ (contract number), warrant and certify that all personnel that _____ (name of business) will provide on this Contract who access federal government workplaces where they may come into contact with public servants will be:

- (a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s) as of November 15, 2021; or
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication religion or other prohibited grounds of discrimination under the Canadian Human Rights Act, subject to accommodation and mitigation measures as of November 15, 2021 that have been presented to and approved by Canada;

until such time that Canada indicates that the vaccination requirements of the Government of Canada’s COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by _____ (name of business) have been notified of the vaccination requirements of the Government of Canada’s COVID-19 Vaccination Policy for Supplier Personnel, and that the _____ (name of business) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default if a certification is found to be untrue, whether made knowingly or unknowingly, during the contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: _____

Date: _____

Optional

For data purposes only, initial below if your business already has its own vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: _____

Information you provide on this Certification Form and in accordance with the Government of Canada’s COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.