

#### RETURN BIDS TO: RETOURNER LES SOUMISSIONS A:Bid Receiving/Réception des sousmissions

RCMP / GRC Procurement & Contracting services c/o Commissionaires, F Division 6101 Dewdney Avenue Regina, SK S4P 3K7

#### INVITATION TO TENDER

#### APPPEL D'OFFRES

#### Tender 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.

#### Soumission aux: Gendarmerie royale du Canada

Nous offrons par la présente de vendre à Sa Majesté l 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 - Commentaries** 

Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur

Facsimile No. - No de télécopieur:

Telephone No. - no de telephone:

**Title-Sujet:** Construct, Deliver and Install Mobile Trailers in Brochet and South Indian Lake, MB

Solicitation No. - No. de

l'invitation

M5000-19-1958/A

Date

12 September 2018

Client Reference No. - No. De Référence du Client 201901958

GETS Reference No. - No. de Référence de SEAG PW-18-00842946

#### Solicitation Closes -L'invitation prend fin

at - à 2:00 pm Central Standard Time (CST)

on - le 27 September 2018

F.O.B. - F.A.B.

Destination

Address Enquiries to: - Adresser toutes questions à: Teresa Hengen

Telephone No. - No de telephone

Fax No. - Nº de FAX:

306-780-5232

639-625-3449

Destination of Goods, Services, and Construction: Destinations des biens, services et construction: RCMP

Brochet Manitoba and South Indian Lake, Manitoba

#### This document contains a Security Requirement

Delivery Required - Livraison exigée:

Delivery Offered -Livraison proposée

See herein

Name and title of person authorized to sign on behalf of Vendor/Firm

Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur



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## INVITATION TO TENDER

#### IMPORTANT NOTICE TO BIDDERS

#### THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

#### CLAUSES REFERRED TO BY NUMBER (I.E. R2890D) CAN BE FOUND AT THE FOLLOWING WEB SITE

https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual (to proceed with a search select "Search SACC" and insert clause reference number in ID box)

All references to the Department of Public Works & Government Services Canada (PWGSC) in the instructions, general terms, conditions and clauses identified in the Invitation to Tender (ITT) by number, date and title, are set out in the Standard Acquisition Clauses and Conditions Manual (<a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</a>) and are to be replaced with the Royal Canadian Mounted Police (RCMP).

#### **BUY AND SELL**

Buyandsell.gc.ca/tenders is the Government of Canada's Electronic Tendering Service Provider.

Buyandsell.gc.ca/tenders does not advise potential bidders of changes to any of the projects. It is the responsibility of potential bidders to ensure that they are frequenting the site, ensuring that they are in receipt of all amendments for projects.

Please include, as part of your bid package, copies of all amendments that have been duly signed/initialed verifying proof of receipt.

#### **CONTRACT SECURITY**

The required amount of a security deposit or a letter of credit is established at 20% of the contract amount with no maximum. See GC9.2 of R2890D – Contract Security. Please note that Security Deposits and Letters of Credit are no longer accepted in combination with Labour and Material Payment Bonds.



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# GENERAL INSTRUCTIONS TO BIDDERS (GI) - R2710T (2018-06-21)

The following GI's are included by reference and are available at the following Web Site <a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/all">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/all</a> (to proceed with a "search" insert R2710T in the <a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/all">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/all</a> (to proceed with

GI01	Integrity Provisions - Bid
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Code of Conduct for Procurement - Bid

# **SUPPLEMENTARY CONDITIONS (SC)**

SC01 Security Access Requirements for Canadian Contractors
SC02 Insurance Terms
SC03 Submission of Bid
SC04 Mandatory Health and Safety



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# CONTRACT DOCUMENTS (CD) BID AND ACCEPTANCE FORM (BA)

BA01 Identification

BA02 Business Name and Address of Bidder

BA03 The Offer

BA04 Bid Validity Period

BA05 Acceptance and Contract

BA06 Construction Time

BA07 Bid Security BA08 Signature

#### **List of Annexes:**

Annex "A" – Drawings and Specifications

Annex "B" - Security Requirements Check List

**APPENDIX 1 - BID SUBMISSION CHECK LIST** 

APPENDIX 2 - RCMP CERTIFICATE ON INSURANCE / ATTESTATION D'ASSURANCE - GRC



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#### SPECIAL INSTRUCTIONS TO BIDDERS (SI)

#### SI01 BID DOCUMENTS

- 1) The following are the bid documents:
  - a. Invitation to Tender Page 1;
  - b. Special Instructions to Bidders;
  - c. General Instructions to Bidders R2710T (2018-06-21);
  - d. Clauses & Conditions identified in "Contract Documents";
  - e. Drawings and Specifications;
  - f. Bid and Acceptance Form and related Appendice(s); and
  - g. Any amendment issued prior to solicitation closing.

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

2) General Instructions to Bidders are 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: <a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</a>

Bids must be submitted only to RCMP Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation. The RCMP will not assume responsibility for bids directed to any other location.

Due to the nature of the bid solicitation, <u>ORIGINAL</u> Bids transmitted by facsimile or e-mail to the RCMP will not be accepted.

- 3) Canada requests that Bidders follow the format instructions described below in the preparation of their Bid:
  - a. use 8.5 x 11 inch (216 mm x 279 mm) paper;
  - b. use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process <a href="Policy on Green Procurement">Policy on Green Procurement</a> (<a href="http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html">http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html</a> ). To assist Canada in reaching its objectives, Bidders should:

- use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### SI02 ENQUIRIES DURING THE SOLICITATION PERIOD

- 1) Enquiries regarding this bid must be submitted in writing to the Contracting Officer named on the Invitation to Tender Page 1 as early as possible within the solicitation period. Except for the approval of alternative materials as described in the 'Approval of Alternative Materials' section of R2710T"General Instructions to Bidders", enquiries should be received no later than "seven" (7) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.
- 2) To ensure consistency and quality of the information provided to Bidders, the Contracting Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment.



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3) All enquiries and other communications related to this bid sent throughout the solicitation period are to be directed ONLY to the Contracting Officer named on the Invitation to Tender - Page 1. Failure to comply with this requirement may result in the bid being declared non-responsive.

#### SI03 SITE VISIT

A site visit will not be offered for this project.

#### SI04 REVISION OF BID

A bid may be revised by letter or facsimile in accordance with the 'Revision of Bid' section of R2710T "General Instructions to Bidders". The facsimile number for receipt of revisions is (306) 780-5232.

#### SI05 BID RESULTS

- 1) A public bid opening will be held in the office designated on the Front Page "Invitation to Tender" for the receipt of bids shortly after the time set for solicitation closing.
- 2) Following solicitation closing, bid results may be obtained by calling the bid receiving office at Telephone No. (639) 625-3446.

#### SI06 INSUFFICIENT FUNDING

In the event that the lowest compliant bid exceeds the amount of funding allocated for the Work, Canada in its sole discretion may:

- a. cancel the solicitation; or
- b. obtain additional funding and award the Contract to the Bidder submitting the lowest compliant bid; and/or
- c. negotiate a reduction in the bid price and/or scope of work of not more than 15% with the Bidder submitting the lowest compliant bid. Should an agreement satisfactory to Canada not be reached, Canada shall exercise option (a) or (b).

#### SI07 BID VALIDITY PERIOD

- Canada reserves the right to seek an extension to the bid validity period prescribed in BA04 of the Bid and Acceptance Form. Upon notification in writing from Canada, Bidders shall have the option to either accept or reject the proposed extension.
- 2) If the extension referred to in paragraph 1) of SI07 is accepted, in writing, by all those who submitted bids, then Canada shall continue immediately with the evaluation of the bids and its approvals processes.
- 3) If the extension referred to in paragraph 1) of SI07 is not accepted in writing by all those who submitted bids then Canada shall, at its sole discretion, either
  - a. continue to evaluate the bids of those who have accepted the proposed extension and seek necessary approvals; or
  - b. cancel the invitation to tender.
- 4) The provisions expressed herein do not in any manner limit Canada's rights in law or under the 'Rejection of Bid' section of R2710T "General Instructions to Bidders".



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#### SI08 CONSTRUCTION DOCUMENTS

The successful contractor will be provided with one paper copy of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer. Additional copies, up to a maximum of (one) 1, will be provided free of charge upon request by the contractor. Obtaining more copies shall be the responsibility of the contractor including costs.

#### SI09 SECURITY CLEARANCE

This document contains a mandatory security requirement for the performance of the subsequent contract (refer to clause SC01 of the Supplementary Conditions included herein).

- 1) 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.
- 2) For any enquiries concerning the project security requirement, during the bidding period, the Bidder must follow the instructions as detailed in SI02 "Enquiries during the Solicitation Period".

#### SI10 Promotion of Direct Deposit Initiative

The following information is not related to the solicitation process:

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

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

Should you have any questions regarding the Cheque Standardization Project or if you want to register, please contact the following email: <a href="mailto:corporate\_accounting@rcmp-grc.gc.ca">corporate\_accounting@rcmp-grc.gc.ca</a>

#### SI11 Integrity Provisions

In accordance with the <u>Ineligibility and Suspension Policy</u> (<a href="http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html">http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html</a>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process:

- Declaration of Convicted Offences (as applicable)
- Required Documentation



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#### 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 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/recourse-mechanisms

#### SI13 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&section=text#appL

Contracts Canada (Buy and Sell) https://buyandsell.gc.ca/for-businesses

Canadian economic sanctions

http://www.international.gc.ca/sanctions/index.aspx?lang=eng

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)

http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf

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.pdf

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

http://www.tpsgc-pwgsc.gc.ca/app-acg/forms/documents/506.pdf

SACC Manual

https://buyandsell.gc.ca/policy-and-quidelines/standard-acquisition-clauses-and-conditions-manual/all

Schedules of Wage Rates for Federal Construction Contracts

http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment\_standards/contracts/schedule/index.shtml

PWGSC, Industrial Security Services

http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html



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# SUPPLEMENTARY CONDITIONS (SC)

#### SC01 SECURITY REQUIREMENT FOR CANADIAN CONTRACTORS

All persons working on site must hold a Facility Access Level 1 not adjacent to RCMP property and Facility Access Level 2 on RCMP occupied and operational space Security Clearance, this includes persons working to correct deficiencies or do warranty work, issued by RCMP Departmental Security. Refer to Annex B.

#### 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 be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (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 thirty (30) days after acceptance of its bid, 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

a. 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

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

#### Exception to SC02 - Insurance Terms; Proof of Insurance:

All references to the Certificate of Insurance (form PWGSC-TPSGC 357) in the instructions, general terms, conditions and clauses identified in the Invitation to Tender (ITT) by number, date and title, and set out in the Standard



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Acquisition Clauses and Conditions Manual (<a href="http://publiservice-app.pwgsc.gc.ca/forms/pdf/357.pdf">http://publiservice-app.pwgsc.gc.ca/forms/pdf/357.pdf</a>,) are to be replaced with "Appendix 1 – RCMP CERTIFICATE OF INSURANCE / ATTESTATION D'ASSURANCE - GRC"

#### SC03 SUBMISSION OF BID

Addition to R2710T General Instructions - Construction Services - Bid Security Requirements; GI09 Submission of Bid.

1. Copies of the first page of amendment(s) to be submitted with bid, duly signed/initialed, verifying proof of receipt.

#### SC04 MANDATORY HEALTH AND SAFETY

FOR WORK IN MANITOBA

#### 1. EMPLOYER/PRIME CONTRACTOR

- 1.1. The Contractor shall, for the purposes of the Occupational Health and Safety Act and Regulations, and for the duration of the Work of the Contract:
  - 1.1.1. act as the Employer, where there is only one employer on the work site, in accordance with the Authority Having Jurisdiction;
  - 1.1.2. assume the role of Contractor/Principal Contractor/Constructor, where there are two or more employers involved in work at the same time and space at the work site, in accordance with the Authority Having Jurisdiction; and
  - 1.1.3.. agree, in the event of two or more Contractors working at the same time and space at the work site, without limiting the GC3 Execution and Control of Work GC 3.7, to the Project Manager's order \* to:
    - 1.1.3.1. assume, as the Principal Contractor, the responsibility for the Canada's other Contractor(s); or
    - 1.1.3.2. accept that Canada's other Contractor is Principal Contractor and conform to that Contractor's Site Specific Health and Safety Plan.

#### 2. WORKERS COMPENSATION BOARD AND SAFETY PROGRAM

- 2.1. The recommended Tenderer shall provide to the Contracting Authority, prior to Contract Award:
  - 2.1.1. a Workers Compensation Board Statement of Injury Cost Supplement Manitoba;
  - 2.1.2. a Workers Compensation Board letter of good standing, also listing covered Directors, Principals, Proprietor(s) or Partners who will be or will be or who are anticipated to be present on the work site(s); and
  - 2.1.3. a Certificate of Recognition (COR) or Registered Safety Plan (RSP) acceptable to the Authority Having Jurisdiction (AHJ). A health and safety policy and program, as required

<sup>\* &</sup>quot;order definition": after contract award, Contractor is ordered by a Change Order



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by the respective provincial/territorial Occupational Health and Safety Act, will be acceptable in lieu of a COR or RSP.

2.2 The recommended Tenderer shall deliver all of the above documents to the Contracting Authority on or before the date stated (usually 3-5 days after notification) by the Contracting Authority. Failure to comply will result in a breach of promise/disqualification from the project, at which time the Contracting Authority will be free to approach the next lowest responsive/another Tenderer.

#### 3. PERMITS, NOTIFICATIONS AND SAFETY PLAN

- 3.1 The Contractor shall provide to the Project Manager:
  - 3.1.1. prior to the pre-construction meeting, a transmittal and copy of the Advance Notification of Project form, as sent to the Authority Having Jurisdiction (AHJ), unless this requirement is waived by the Project Manager; and
  - 3.1.2. prior to commencement of work and without limiting the terms of General Instructions to Bidders GI14 and GC4 Protective Measures GC 4.2
    - 3.1.2.1. copies of all other necessary permits, notifications and related documents as called for in the scope of work/specifications and/or (AHJ); and
    - 3.1.2.2. a site specific Health and Safety Plan which is acceptable to the AHJ, unless this requirement is waived by the Project Manager.



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#### **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 any Appendices attached thereto;
  - c. Drawings and Specifications:
  - d. General Conditions and clause:

GC1	General Provisions	R2810D	(2017-11-28);
GC2	Administration of the Contract	R2820D	(2016-01-28);
GC3	Execution and Control of the Work	R2830D	(2018-06-21);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2850D	(2016-01-28);
GC6	Delays and Changes in the Work	R2860D	(2016-01-28);
GC7	Default, Suspension or Termination of Contract	R2870D	(2018-06-21);
GC8	Dispute Resolution	R2880D	(2018-01-28);
GC9	Contract Security	R2890D	(2018-06-21);
GC10	Insurance	R2900D	(2008-05-12);
Supple	mentary Conditions;		
Allowal	ble Costs for Contract Changes Under GC6.4.1	R2950D	(2015-02-25);
Schedu	ules of Wage Rates for Federal Construction Contracts;		

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Subsection GC1.22 of R2810D (2017-11-28), incorporated by reference above, is amended as follows:

Delete: in its entirety

- e. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
- f. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
- g. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
- 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: <a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</a>
- 3) Schedules of Wage Rates for Federal Construction Contracts is included by reference and may be accessed from the Web site:

  http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment\_standards/contracts/schedule/index.shtml.
- 4) The language of the contract documents is the language of the Bid and Acceptance Form submitted.



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#### 5) Authorities:

#### **Contracting Authority**

The Contracting Authority for the Contract is:

Teresa Hengen Royal Canadian Mounted Police Procurement Officer 5600-11<sup>th</sup> Ave Regina, SK S4P 3J7

Telephone: 639-625-3446 Facsimile: 306-780-5232

E-mail: teresa.hengen@rcmp-grc.gc.ca

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

#### **Project Authority**

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

The Project Authority for the Contract is: (to be completed upon contract award)

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

#### 6) Procurement Ombudsman

#### **Dispute Resolution Services**

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, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term or condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute.



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The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at <a href="mailto:boa-opo@boa-opo.gc.ca">boa-opo.gc.ca</a>.

### **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 supplier or the contractor or the name of the entity awarded this contract] 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, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute.

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



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## **BID AND ACCEPTANCE FORM (BA)**

BA01 IDENTIFICATION: Construct, Deliver and Install Mobile Trailers in Brochet and South Indian Lake, MB

Work under this contract will involve, but is not limited to the following for the Royal Canadian Mounted Police (RCMP): Supply all labour, material, tools, equipment, transportation, and supervision necessary for the construction and delivery of two mobile homes to Brochet and South Indian Lake Manitoba as is further described in the attached Drawings and Specifications and any amendments thereto.

BA02 BUSINESS NAME AND ADDRESS OF BIDDE
---

Name:	 	
Address:	 	
Telephone:	Fax:	PBN:
Email:	 	

#### **BA03 THE OFFER**

The Bidder offers to Her Majesty the Queen in right of Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the Total Bid Amount of

Location	Total Cost excluding GST/HST
Brochet, MB	\$
South Indian Lake, MB	\$
Total	\$

#### **BA04 BID VALIDITY PERIOD**

The bid shall not be withdrawn for a period of (60) days following the date of solicitation closing.

#### **BA05 ACCEPTANCE AND CONTRACT**

Upon acceptance of the Contractor's offer by Canada, a binding Contract shall be formed between Canada and the Contractor. The documents forming the Contract shall be the contract documents identified in Contract Documents (CD).

#### **BA06 CONSTRUCTION TIME**

The Contractor shall perform and complete the Work by March 31, 2019.



Government	Gouvernement	Solicitation No./No de l'invitation:	M5000-19-1958/A
of Canada	du Canada		

# **BA07 BID SECURITY**

The Bidder is enclo	sing bid security	with its bid i	n accordance	with GI08 -	Bid Security	Requirements	of R2710T -
General Instructions	to Bidders.						

BA08 SIGNA	ATURE	
Name and title	e of person authorized to sign on behalf	of Bidder (Type or print)
Signature		 Date



Government	Gouvernement	Solicitation No./No de l'invitation:	M5000-19-1958/A
of Canada	du Canada		

# Annex "A" – Drawings and Specifications (attached separately)

-20180629 Brochet IFT Specs -20180629 South Indian Lake IFT Specs



Government	Gouvernement	Solicitation No./No de l'invitation:	M5000-19-1958/A
of Canada	du Canada		

# Annex "B" - Security Requirement Checklist

(attached as separate document for informational purposes only)

Government Gouvernement S
of Canada du Canada

Solicitation No./No de l'invitation:

M5000-19-1958/A

# APPENDIX 1 BID SUBMISSION CHECK LIST

Submission of Bid, as per R2710T, Gl09; and SC03:

Front page of ITT	<ul> <li>completed and signed</li> </ul>

□ BID AND ACCEPTANCE FORM (BA) - completed and signed

□ Front page of Amendment(s) - signed or initialed

□ Bid Bond

 $\begin{tabular}{lll} \hline & & Outside of Envelope & & - Solicitation Number, Bidder, Return \\ \hline \end{tabular}$ 

Address, Closing Date and Time

To be submitted to the following address, on or before solicitation closing date and time:

RCMP / GRC
Procurement & Contracting Services
c/o Commissionaires, F Division
6101 Dewdney Avenue
Regina, SK S4P 3K7

# APPENDIX 2 – RCMP CERTIFICATE OF INSURANCE / ATTESTATION D'ASSURANCE – GRC

(To be completed by the Insurer – À être completé par l'Assureur)



# **CERTIFICATE OF INSURANCE**

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	of Canada as represente	ed by the Royal Can	nadian Mounted I	Police (RCMP)				
Type of Insurance (Required when Checked)	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability				
	and rolloy realition	<i>B</i> 7 M7 1	<i>D</i> / W/ 1	Per Occurrence	Annual Gen	eral Aggregate	Completed Operations Aggregate	
Commercial General Liability				\$	\$		\$	
Umbrella/Excess Liability								
Onisional Excess Elability				\$	\$		\$	
Builder's Risk / Installation Floater				\$				
П					Per Incider	ıt	Aggregate	
Pollution Liability				\$	Per Occure	ence	\$	
Marine Liability				\$				
П					Per Incider	t	Aggregate	
Aviation Liability				\$	Per Occure	ence	\$	
				\$				
I certify that the above policies were the applicable insurance coverages								
	,		,					
Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)					Telephone Number			
Signature					Date D	/ M / Y		



# Royal Canadian Mounted Police Gendarmerie royale du Canada

#### General

The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverages 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 (RCMP).

The insurance policies must be endorsed to provide Canada with not less than thirty (30) days notice in writing in advance of a cancellation of insurance or any reduction in 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;
- \$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.

## **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.

#### **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.

# APPENDIX 2 – RCMP CERTIFICATE OF INSURANCE / ATTESTATION D'ASSURANCE – GRC

(To be completed by the Insurer – À être completé par l'Assureur)



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				· • —			
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-							
Name of Insured (Contractor)		Address (No.,	Street)	City	Province	Postal Code	
Name of insured (Contractor)		Address (No., Officer)		<b>,</b>			
Additional Insured							
,	ht of Canada as represented by t			ce (RCMP)			
Type of Insurance (Required when Checked)	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability			
(Neganoa mion enesioa)	and rolley realition	57 W/ 1	<i>57</i> m, 1	Per Occurrence	Annual General Aggregate	Completed Operations Aggregate	
Commercial General Liability				\$	\$	\$	
Umbrella/Excess				\$	\$	\$	
_							
Builder's Risk / Installation Floater				\$			
<b>-</b>					Per Incident	Aggregate	
Pollution Liability				\$	Per Occurence	\$	
Marine Liability				\$			
E					Per Incident	Aggregate	
Aviation Liability				\$	Per Occurence	\$	
				\$			
	vere issued by insurers in the course ges stated on page 2 of this Certifica						
Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)					elephone Number		
Signature					ate D/M/Y		
-							



# Royal Canadian Mounted Police Gendarmerie royale du Canada

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