

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**

#### Proposal to: Royal Canadian Mounted Police

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

#### Proposition aux: Gendarmerie royale du Canada

Nous offrons par la présente de vendre à Sa Majesté 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**

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

Various	<b>jet</b> : Envelop Repairs, Cro nd Wabowde	<b>Date</b> 2020			
Solicitation No. – N° de l'invitation M5000-20-3659/A					
<b>Client R</b> 2020036		No. De Référenc	e du Client		
Solicitat	ion Closes -	L'invitation prend	fin		
At/à:	2:00 pm		Central Standard Time		
On/le:	2020				
Delivery Livraiso See here aux prés	n in — Voir	<b>Taxes - Taxes</b> See herein — Voir aux présentes	<b>Duty – Droits</b> See herein — Voir aux présentes		
<b>services</b> RCMP	t <b>ion of Good</b> Residences	s and Services – De	stinations des biens et		
Instruct See here	<b>ions</b> in — Voir at	1x présentes			
Address Enquiries to - Adresser toute demande de renseignements à Teresa Hengen teresa.hengen@rcmp-grc.gc.ca					
			-		
<b>Delivery Required - Livraison</b> exigée: See herein — Voir aux présentes			Delivery Offered - Livraison proposée		
Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:					
Telephone No. – No. de téléphone Facsimile No. – No. de télécopieur					
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)					
Signature			Date		

# Canadä



# INVITATION TO TENDER

This is the second phase (Phase two) of a two-phase competition: successful bidders from the first phase (Phase One) are invited to participate in the second phase (Phase two) to provide a financial bid. The list of pre-qualified bidders resulting from Phase One will be valid for a period of 120 days upon notification of meeting the mandatory requirements or upon award of contract in Phase Two whichever comes first.

No further Request for Qualifications will be published for this solicitation.

#### THIS DOCUMENT CONTAINS AN INDUSTRIAL SECURITY REQUIREMENT

For further instructions please consult "Special Instruction to Bidders", SI11, "Security Related Requirements" and "Supplementary Conditions" SC01 "Security Related Requirements, Document Safeguarding Location".

#### 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.

The first page of all amendment(s) that have been duly signed/initialed verifying proof of receipt or written acknowledgement of receipt of amendments should be submitted with the bid but may be submitted afterwards. If any amendment(s) are not acknowledged as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the documentation within the time frame specified will render the bid non-responsive.



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# R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2019-05-30)

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
- GI06 Registry and Pre-qualification of Floating Plant
- GI07 Listing of Subcontractors and Suppliers
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- GI10 Revision of Bid
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- GI12 Bid Costs
- GI13 Procurement Business Number
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- GI16 Intentionally left blank
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#### **CONTRACT DOCUMENTS (CD)**

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- BA02 Business Name and Address of Bidder
- BA03 The Offer
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- BA05 Acceptance and Contract
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- BA07 Bid Security
- BA08 Signature



#### ANNEX "A" SPECIFICATIONS AND DRAWINGS ANNEX "B" SECURITY REQUIREMENT CHECK LIST (SRCL) ANNEX "C" CERTIFICATE OF INSURANCE

#### **APPENDIX 1 BID SUBMISSION CHECK LIST**

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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 Construction Services Bid Security Requirements R2710T (2019-05-30), amended as follows:

Subsection GI16 Performance Evaluation: Delete: in its entirety Insert: GI16 intentionally left blank

- d. Clauses & Conditions identified in "Contract Documents";
- e. Drawings and Specifications;
- f. Bid and Acceptance Form and related Appendix(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 - Construction Services - Bid Security Requirements R2710T (2019-05-30) 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 Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

3. Bids must be submitted ONLY to the 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, ORIGINAL bids transmitted by facsimile or e-mail to the RCMP will not be accepted.

Addition to R2710T General Instructions to Bidders; GI09 Submission of Bid.

1. The first page of all amendment(s) that have been duly signed/initialed verifying proof of receipt or written acknowledgement of receipt of amendments should be submitted with the bid but may be submitted afterwards. If any amendment(s) are not acknowledged as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information.

#### SI02 ENQUIRIES DURING THE SOLICITATION PERIOD

- 1. Enquiries regarding this bid must be submitted in writing to the Contracting Authority named on the Invitation to Tender Page 1. Except for the approval of alternative materials as described in GI15 of R2710T, enquiries should be received no later than 7 business days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer NOT being provided.
- 2. 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.



3. All enquiries and other communications related to this bid sent throughout the solicitation period must be directed ONLY to the Contracting Authority named in paragraph 1. above. Failure to comply with this requirement may result in the bid being declared non- compliant.

#### SI03 OPTIONAL SITE VISIT

There will be a site visit on at hrs DST. Interested bidders are to meet at RCMP.

Bidders must notify the Contracting Authority, via email, two (2) days before the scheduled visit to confirm attendance and provide the name(s) of the person(s) who will attend, if no notification is provided the site visit will be cancelled. Bidders may be requested to sign an attendance form. Bidders who do not attend or send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid.

#### SI04 REVISION OF BID

A bid may be revised by letter or facsimile in accordance with GI10 of R2710T. 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) 625-3449.

#### 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.

#### SI07 BID VALIDITY PERIOD

- 1. 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 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 bids, then Canada will continue immediately with the evaluation of the 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 bids then Canada will, at its sole discretion, either
  - a. continue to evaluate the bids of those who have accepted the proposed extension; 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 GI11 of R2710T.



#### SI08 CONSTRUCTION DOCUMENTS

The successful Contractor will be provided (with 1 electronic or paper copy) of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer. Obtaining more copies will be the responsibility of the Contractor including costs.

#### SI09 INTEGRITY PROVISIONS

In accordance with the <u>Ineligibility and Suspension Policy</u> (<u>http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html</u></u>), 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

#### SI10 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

#### SI11 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: <u>corporate\_accounting@rcmp-grc.gc.ca</u>

#### SI12 SECURITY RELATED REQUIREMENTS

- 1. **Before commencement of the Work, the Contractor must hold a valid** Security Clearance as indicated in section SC01 of the Supplementary Conditions.
- 2. 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.

#### SI13 WCB AND SAFETY PROGRAM

- 1) The recommended Bidder shall provide to the Contracting Authority, prior to Contract award:
  - 1.1 a Workers Compensation Board Premium Rate Statement Manitoba, or equivalent documentation from another jurisdiction;
  - 1.2 a Workers Compensation Board letter of good standing, also listing covered Directors, Principals, Proprietor(s) or Partners who will be or who are anticipated to be present on the work site(s), or equivalent documentation from another jurisdiction; and



- 1.3 a Certificate of Recognition (COR) or Registered Safety Plan (RSP). A health and safety policy and program, as required by other provincial/territorial Occupational Health and Safety Acts, will be acceptable in lieu of a COR or RSP.
- 2) The recommended Bidder 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 with the request may result in the bid being declared non-compliant.

#### SI14 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

Buy and Sell <u>https://www.achatsetventes-buyandsell.gc.ca</u>

Canadian economic sanctions http://www.international.gc.ca/sanctions/index.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 <a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R</a>

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

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 any Appendices attached thereto;
  - c. Drawings and Specifications;
  - d. General Conditions and clauses

Conora			
GC1	General Provisions – Construction Services	R2810D	(2017-11-28);
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);
Allowab	le 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	R2880D	(2019-11-28);
GC9	Contract Security	R2890D	(2018-06-21);
GC10	Insurance	R2900D	(2008-05-12);

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

Delete: in its entirety

Insert: GC1.22 Intentionally left blank.

- e. Supplementary Conditions
- f. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
- g. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
- h. 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: <u>https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</u>

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

- 3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.
- 4. Procurement Ombudsman
- 4.1 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.

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



#### 4.2 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 supplier <u>or</u> the contractor <u>or</u> 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 <u>boa-opo@boa-opo.gc.ca</u>.

- 5. Authorities
- 5.1 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: 639-625-3449 Facsimile: 306-780-5232 E-mail: <u>teresa.hengen@rcmp-grc.gc.ca</u>

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.

5.2 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 : Facsimile: E-mail 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.



# SUPPLEMENTARY CONDITIONS (SC)

#### SC01 SECURITY RELATED REQUIREMENTS, DOCUMENT SAFEGUARDING

- 1. The following security requirements (SRCL and related clauses) apply 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 level of Enhanced Reliability Status for General Contractors and lead trades and Facility Access with escort for labourers and trades verified by the Personnel Security Unit (PSU) of the Royal Canadian Mounted Police (RCMP).
- a. The Contractor SHALL NOT remove or make copies of any PROTECTED, DESIGNATED or CLASSIFIED information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- b. The Contractor must comply with the provisions of the: Security Requirements Check List (SRCL) attached at 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 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 MANDATORY HEALTH AND SAFETY

#### Workplace Safety and Health

#### 1. EMPLOYER/PRIME CONTRACTOR

- 1.1 The Contractor shall, for the purposes of the Occupational Health and Safety Act, Manitoba, and for the duration of the Work:
  - 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 accept the role of Prime Contractor, 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 General Conditions, to Canada's order \* to:
    - 1.1.3.1 accept, as the Prime Contractor, the responsibility for Canada's other Contractor(s); or
    - 1.1.3.2 accept that Canada's other Contractor is Prime Contractor and conform to that Contractor's Site Specific Health and Safety Plan.

\* "order" definition: after contract award, Contractor is ordered by a Change Order

#### 2. SUBMITTALS

- 2.1 The Contractor shall provide to Canada:
  - 2.1.1 prior to the pre-construction meeting, a transmittal and copy of a completed Advance Notification Of Construction Project form (form will be provided to the proposed contractor prior to award), as sent to the Authority Having Jurisdiction (AHJ); and
  - 2.1.2 prior to commencement of work and without limiting the terms of the General Conditions:
    - 2.1.2.1 copies of all other necessary permits, notifications and related documents as called for in the scope of work/specifications and/or by the AHJ; and
    - 2.1.2.2 a site specific Health and Safety Plan as requested.

NOTE: Please do not include any forms that include personal 3rd party information such as the names of the contractor's employees and their related claims information.

#### 3. LABOUR AUTHORITY CONTACT:

The contact below represents the Labour Authority in the jurisdiction (AHJ). They are not representatives of the Workers Compensation.

Do not contact the people referenced below for issues pertaining to WCB or WCB Clearances. Those queries must be directed specifically to the WCB, and where the WCB has both a Labour and Compensation component, WCB issues must be directed to the Compensation/Employer Services sections.

Workplace Safety and Health Branch 200-401 York Ave Winnipeg, MB Telephone: 204-945-6848 Facsimile: 204-945-4556



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

#### **BA01 IDENTIFICATION**

Envelope Upgrade and Various Repairs, Cross Lake, Norway House and Wabowden, MB

#### BA02 LEGAL NAME AND ADDRESS OF BIDDER

Legal Name:		
Address:		
Telephone:	Fax:	_ PBN:
E-mail address:		

#### BA03 THE OFFER

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 of

Building Number	Total Cost per Project
	Total Cost per l'Ioject
DBU 108 (Cross Lake)	
	\$
DBU 236 (Cross Lake)	
,	\$
DBU 262 (Cross Lake)	
22020202000020000)	\$
DBU 361 (Cross Lake)	
· · · · · · · · · · · · · · · · · · ·	\$
DBU 138 (Norway	
House)	\$
DBU 202 (Norway	
House)	\$
DBU 325 (Norway	
House)	\$
DBU 175 (Wabowden)	
	\$
DBU 222 (Wabowden)	
· · · · ·	\$
Total Bid Amount	\$
Excluding GST/HST	

#### BA04 BID VALIDITY PERIOD

The bid must not be withdrawn for a period of 60 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 bid carrying the lowest price. The documents forming the Contract will be the Contract Documents identified in "Contract Documents (CD)" section.

#### **BA06 CONSTRUCTION TIME**

The Contractor must perform and complete the Work by 31 March 2021.



#### BA07 BID SECURITY

The Bidder must enclose bid security with its bid in accordance with 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)

Signature

Date



# **ANNEX A – SPECIFICATIONS AND DRAWINGS**

All specifications and drawings will be included as separate documents during Phase 2.

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# ANNEX B - SECURITY REQUIREMENT CHECK LIST (SRCL) (Included as a separate document)

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## ANNEX C - CERTIFICATE OF INSURANCE (Not required at solicitation closing) CERTIFICATE OF INSURANCE

*	Travaux publics et Services gouvernementaux Canada	Public Works and Government Services Canada						Page 1 of 2
Desc	ription and Location	of Work						Contract No.
								Project No.
Nam	e of Insurer, Broker o	r Agent	Address (No., Street)	City	F	Province	Postal Code	9
Nam	e of Insured (Contrac	tor)	Address (No., Street)		City	Province	e P	ostal Code
Addit	ional Insured							

#### Her Majesty the Queen in Right of Canada as represented by the Royal Canadian Mounted Police (RCMP)

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		-
Commercial General Liability Umbrella/Excess Liability				Per Occurrence \$ \$	Annual General Aggregate \$	Completed Operations Aggregate \$
Builder's Risk / Installation Floater				\$		
Pollution Liability				\$ □Per Incident □ Per Occure		Aggregate \$
Marine Liability				\$		
Aviation Liability				\$ □Per Incident □ Per Occure		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)

Signature

Date D/M/Y



Royal Canadian Gendarmerie royale Mounted Police du Canada

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 Minister of Public Works and Government Services 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.



#### Appendix 1 – Bid Submission Check List

Submission of Bid, as per R2710T, GI09; 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)
- Bid Security

-original

- signed or initialed, if applicable

 Outside of Envelope
 Solicitation Number, Bidder, Return 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