

#### **RETURN BIDS TO: / RETOURNER LES SOUMISSIONS A:**

Courier To:/Adresse courrier:

Bid Receiving/Réception des soumissions Royal Canadian Mounted Police (RCMP)

Procurement & Contracting Services
Bid Receiving Unit, 5th Floor, 10065 Jasper Avenue NW
Edmonton, AB T5J 3B1 / Réception des soumissions
Gendarmerie royale du Canada (GRC)

Services des acquisitions et des marchés Unité de réception des soumissions 5e étage, 10065, avenue Jasper N.O. Edmonton, AB T5J 3B1

#### **INVITATION TO TENDER (ITT) / APPEL 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 therefor.

#### 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: - commentaires:

THIS DOCUMENT CONTAINS A SECURITY
REQUIREMENT / LE PRÉSENT DOCUMENT COMPORT
UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

	Faust, AB			
Solicitation	No. – № de l'invita	ation: M5	5000-21-250	2/A
Client Refer	ence No No. De	Référence (	du Client: 20	2102502
GETS Refere	nce No No. De R	téférence d	u SEAG: TBD	1
Solicitation	Closes – L'invitatio	on prend fir		
At /à :	2:00 p.m. 14:00		untain Dayli (heure avan	ght Time) cée des Rocheuses)
On / le :	TBD			
See herein -	of Goods and Serve  Voir aux présent  See herein — Vo	es		biens et services –
Address Inquiries to – Adresser toute demande de renseignements à  Sandra E. Robinson, SR Procurement Officer/ agente principale d'approvisionnement - <a href="mailto:sandra.robinson@rcmp-grc.gc.ca">sandra.robinson@rcmp-grc.gc.ca</a>				
<b>Telephone N</b> 780-670-862	No. – No. de téléph 26	none	<b>Facsimile N</b> 780-454-45	lo. – No. de télécopieur 323
COMPLETE I	BELOW IN FULL - R	EMPLISSEZ	CI-DESSOUS	EN ENTIER
Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur :				
Complete G	ST or Business # - 0	Complet GS	T ou de non	nbre D'affaires nombre :
The entire B	N or GST has 15 ch	aracters. (e	ex: 12345678	9 RT0001)
Email:				
Telephone N	No. – No. de téléph	ohone Facsimile No. – No. d		lo. – 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

Title - Sujet: Site Drainage Upgrade Project -



Date: 25 March 2021

#### INVITATION TO TENDER

### Site Drainage Upgrade Project – Faust, AB

#### **IMPORTANT NOTICE TO BIDDERS**

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 60 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.

# **ASPHALT CEMENT PRICE ADJUSTMENT**

This solicitation includes a price adjustment clause for asphalt cement. Refer to the Supplementary Conditions.





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# R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2020-05-28)

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

GI01	Integrity Provisions - Bid
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GI07	Listing of Subcontractors and Suppliers
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GI14	Compliance with Applicable Laws
GI15	Approval of Alternative Materials
GI16	Intentionally left blank
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Code of Conduct for Procurement - Bid



GI17 GI18

### **CONTRACT DOCUMENTS (CD)**

# **SUPPLEMENTARY CONDITIONS (SC)**

SC01 Security Access Requirements for Canadian Contractors

SC02 Insurance Terms

SC03 Mandatory Health and SafetySC04 Asphalt Price Adjustment

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

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BA02 Business Name and Address of Bidder

BA03 The Offer

BA04 Bid Validity Period

BA05 Acceptance and Contract

BA06 Construction Time

BA07 Bid Security

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#### **APPENDICES:**

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ANNEX "A" SPECIFICATIONS AND DRAWINGS

ANNEX "B" SECURITY REQUIREMENT CHECK LIST (SRCL)

ANNEX "C" RCMP CERTIFICATE OF INSURANCE



### **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 (2020-05-28), 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 to Bidders 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: <a href="https://buyandsell.gc.ca/policy-and-quidelines/standard-acquisition-clauses-and-conditions-manual">https://buyandsell.gc.ca/policy-and-quidelines/standard-acquisition-clauses-and-conditions-manual</a>

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.

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.

- 4) 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 Policy on Green Procurement (<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 Authority named on the Invitation to Tender Page 1 <a href="mailto:sandra.robinson@rcmp-grc.gc.ca">sandra.robinson@rcmp-grc.gc.ca</a>. Except for the approval of alternative materials as described in GI15 of R2710T, enquiries should be received no later than five (5) 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 Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment.
- 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 OPTIONAL SITE VISIT

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held on **TBD**. Interested vendors are to meet in the front lobby of **RCMP Detachment located** at \_\_\_\_\_.

Only two (2) attendees from each bidder will be allowed to attend the site visit, this includes any of the subs they are requesting to attend, due to the current COVID-19 restrictions. Bidders must notify the Contracting Authority, via email, two (2) days prior to 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 who do not participate in the visit will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

In response to the events surrounding the COVID-19 pandemic, bidders and/or their representatives are requested to follow all the Government of Canada recommendations in relation with <u>preparedness, symptoms, treatment, prevention and risk.</u> Please follow the link <a href="https://www.canada.ca/en/public-health/services/diseases/coronavirus-di

In addition to the recommendations above, the RCMP requires that all Bidders and their representative must supply and wear their own personal protective equipment (PPE) including masks and gloves during the site visit. Access to the site may be denied if PPE is not worn. A COVID-19 symptom/exposure questionnaire will need to be completed prior to the vendor having access to the building.

If the bidder or representative is ill (or suspected ill), based on the link above, please do not attend the site visit.

# 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 **(780) 454-4523**.

#### SI05 BID RESULTS

- 1. There will be no public opening at bid deposit time.
- 2. The responsive bid with the lowest price will be recommended for contract award.





3. Following solicitation closing, the bidder with the lowest price will be notified. Following contract award, the remaining bid results may be obtained from the Contracting Authority named on the cover page of the Invitation to Tender.

### 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

#### 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 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. Additional copies, up to a maximum one (1), will be provided free of charge upon request by the Contractor. Obtaining more copies will be the responsibility of the Contractor including costs.

# SI09 INTEGRITY PROVISIONS

In accordance with the Ineligibility and Suspension Policy (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policyeng.html), 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 <u>Recourse Mechanisms</u> page on the Buyandsell.gc.ca website. Please note that there are strict deadlines for filing complaints with the Canadian International Trade Tribunal (CITT) or the <u>Office of the Procurement Ombudsman (OPO)</u>.

https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-recourse-mechanisms

http://opo-boa.gc.ca/plaintesurvol-complaintoverview-eng.html



### 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: <a href="mailto:corporate\_accounting@rcmp-grc.gc.ca">corporate\_accounting@rcmp-grc.gc.ca</a>

### 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 Alberta, 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

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

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

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-it/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 any Appendices attached thereto;
  - (c) Drawings and Specifications;
  - (d) General Conditions and clauses

GC1	General Provisions	R2810D (2017-11-28); (as amended);
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);
Allowa	ble 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);

 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.

2. Subsection GC6.4.1, Price Determination Prior to Undertaking Changes, GC 6.4.1.1: R2860D (2019-05-30), incorporated by reference above, is amended as follows:

**Delete**: in its entirety

### Insert:

- 2.1 If a Lump Sum Arrangement applies to the Contract or a part thereof, the price of any change shall be the aggregate estimated cost of labour, Plant and Material that is required for the change as agreed upon in writing by the Contractor and Canada plus an allowance for supervision, coordination, administration, overhead, margin and the risk of undertaking the work within the stipulated amount, which allowance shall be equal to
  - a. 10 percent of the aggregate costs referred to herein for that portion of the Work done
     by the Contractor's own forces, if the aggregate cost of the Work does not exceed
     \$50,000;



- b. 10 percent of the aggregate costs referred to herein for that portion of the Work that is done by subcontract, if the aggregate cost of the Work does not exceed \$50,000; or
- a negotiated percentage of the aggregate costs referred to herein or a negotiated amount
  - i. if the aggregate cost of the Work exceeds \$50,000; or
  - ii. if the Contractor and Canada agree in writing.
- (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.
- 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>

**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 email at <a href="mailto:boa-opo@boa-opo.gc.ca">boa-opo@boa-opo.gc.ca</a>.

# 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 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.

# 5) Authorities:

### 5.1 Contracting Authority:

The Contracting Authority for the Contract is:

Sandra E. Robinson – Senior Procurement & Contracting Officer

Royal Canadian Mounted Police - Procurement & Contracting Services Unit

Telephone: 780-670-8626

E-mail address: <a href="mailto:sandra.robinson@rcmp-grc.gc.ca">sandra.robinson@rcmp-grc.gc.ca</a>

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]

Neivii Departimentari	tepresentative (Froject Manager) [10 be committed at contract award]
The RCMP Departmen	tal Representative (Project Manager) for the contract is:
Name: Tit Organization: Address:	
Telephone : E-mail address:	Facsimile:
agency for whom the concerning the technic with the RCMP Depar no authority to author	tal Representative (Project Manager) is the representative of the department or Work is being carried out under the contract and is responsible for all matters cal content of the Work under the Contract. Technical matters may be discussed tmental Representative; however, the RCMP Departmental Representative has rize changes to the contract. Changes to the contract can only be made through it issued by the Contracting Authority.
Contractor's Represent Name: Title Address: Telephone : Facsimile: E-mail address:	e:



5.3

### **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 Facility Access with escort or Reliability Status (RRS) if they access to unsanitized plans are required as 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 Consultant 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 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.





# SC03 MANDATORY HEALTH AND SAFETY - FOR WORK IN ALBERTA

### **Workplace Safety and Health**

- 1. EMPLOYER/PRIME CONTRACTOR
  - 1.1 The Contractor shall, for the purposes of the Occupational Health and Safety Act, Alberta, 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.



#### **ALBERTA North**

Alberta Human Resources and Employment Workplace Health and Safety 10th Floor, 7th Street Plaza 10030-107 Street Edmonton, Alberta, T5J 3E4

Telephone: 1(866) 415-8690 Facsimile: (780) 427-0999

All submissions are to be scanned and emailed to whs@gov.ab.ca

### **ALBERTA South**

Alberta Human Resources and Employment Workplace Health and Safety 600 – 727, 7th Avenue S.W. Calgary, Alberta, T2P 0Z5

Telephone: 1(866) 415-8690 Facsimile: (403) 297-7893

All submissions are to be scanned and emailed to whs@gov.ab.ca

#### SC04 ASPHALT CEMENT PRICE ADJUSTMENT

- The price of asphalt cement incorporated into hot mix asphalt shall be adjusted for each month in which paving occurs when the price index for that month differs by more than 5% from the price index for the month prior to bid closing. The price adjustment shall be calculated in accordance with the applicable price adjustment formula of paragraph 2).
- 2) Price Adjustment formulae:
  - a. When the price index, for the month in which paving occurs, is higher than 105% of the price index for the month prior to bid closing, Canada shall pay the Contractor a compensation of: (Example based on a 5% increase)

PA = (IM - 1.05 IB) x quantity of asphalt cement in tonnes

b. When the price index, for the month in which paving occurs, is less than 95% of the price index for the month prior to bid closing, Canada shall deduct an amount from the monthly payment to the Contractor of:

(Example based on a 5% decrease)

PA = (.95IB - IM) x quantity of asphalt cement in tonnes

PA = payment adjustment for asphalt cement, in dollars

IB = asphalt cement price index for the month prior to bid closing

IM = asphalt cement price index for the month in which paving occurs

The price index shall be the Asphalt Cement Price Index published monthly by the Ontario Ministry of Transportation (MTO) in the Contract Bulletin displayed on the MTO Web site <a href="https://www.rags.nto.gov.on.ca">www.rags.nto.gov.on.ca</a>. This price index shall be used to calculate the adjustment per tonne of all grades of asphalt cement accepted into the Work.

- 3) For each month in which a payment adjustment is made, Canada shall use the fixed asphalt cement content of the final job mix formula to determine the asphalt cement quantity that is used.
- 4) The payment adjustments shall be made on the monthly Request for Progress Payment form for the months in which hot mix paying occurs.





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

# **BA01 IDENTIFICATION**

Work under this contract will involve, but is not limited to the following for the Royal Canadian Mounted Police (RCMP): Supply of all labour, material, tools, equipment, transportation, and supervision necessary to complete the Site Drainage Upgrade Project in Faust, AB.

All work to be carried out in accordance with the specifications as detailed in Annex A and amendments or addendums thereto.

BA02	LEGAL NAME AND ADDRESS OF B	DDER	
	Legal Name:		
	Operating Name (if any):		
	Address:		
	Telephone:	Fax:PBN:	
	E-mail address:		
BA03	BA03 THE OFFER		
		perform and complete the Work for the lents for the Total Bid Amount of	he above named project in
	\$	(including mark-up, overhead & profit	) Total Cost excluding GST/HST.
BA04	(amount in numbers) BID VALIDITY PERIOD		
	The bid shall not be withdrawn for	a period of sixty [60] days following the o	date of solicitation closing.
BA05	ACCEPTANCE AND CONTRACT		
		r's offer by Canada, a binding Contract sl g the Contract shall be the contract docu	
BA06	CONSTRUCTION TIME		
	The Contractor must perform and	complete the Work by 30 <sup>th</sup> September 20	<b>221</b> .
BA07	BID SECURITY		
		urity with its bid in accordance with Gl nstruction Services - Bid Security Require	
BA08	SIGNATURE		
	Name and title of person authorize	ed to sign on behalf of Bidder (Type or pri	nt)
	Signature		Date



# **APPENDIX 1 - INTEGRITY PROVISIONS**

(Attached as separate documents.)

Integrity-form-eng.pdf





# **APPENDIX 2 - BID SUBMISSION CHECK LIST**

# Submission of Bid, as per R2710T - GI09; and SC03:

- completed and sign	Front page of ITT	<ul> <li>completed and sign</li> </ul>	ed
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- □ BID AND ACCEPTANCE FORM (BA) completed and signed
- □ Front page of Amendment(s) (if applicable) signed or initialed
- □ **Bid Security** original document
- 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:

Royal Canadian Mounted Police (RCMP) Procurement & Contracting Services Bid Receiving Unit, 5th Floor, 10065 Jasper Avenue NW Edmonton, AB T5J 3B1





# **ANNEX A - SPECIFICATIONS & DRAWINGS**

All specifications are included as a separate document, and to be referenced as Annex "A".

- NCCA20-0058\_GoC\_Faust Renovation\_IFT\_SPECS\_2020-09-14.pdf
- NCCA20-0058\_GoC\_Faust Renovation\_IFT\_DWG\_2020-09-14.pdf





# ANNEX B - SECURITY REQUIREMENT CHECKLIST (Included as a separate document.)

• SRCL 202011110086 K Div Det General.pdf





# ANNEX C - RCMP CERTIFICATE ON INSURANCE (Included as a separate document.)

RCMP Certificate of Insurance.pdf



